BENGALURU METROPOLITAN TRANSPORT CORPORATION
SHANTHINAGAR, BENGALURU, 560027

EXECUTIVE ENGINEER,
BMTC, CENTRAL OFFICE,
SHANTHINAGAR, BENGALURU, 560027
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NOTICE INVITING TENDER FOR PROCUREMENT OF HOUSEKEEPINGSERVICES AT SHANTHINAGARA TTMC, K.H. ROAD, BENGALURU

(Through Karnataka Public Procurement Portal only https://kppp.karnataka.gov.in/

Tender Reference No: BMTC/CO/CE/EE/1281 /2023-24 Dated: 12-12-2023

Date and time of and availability of Tender Document2	From 14.12.2023 to 23.12.2023 upto 17:30 Hrs IST to be downloaded from the Karnataka Public Procurement Portal https://kppp.karnataka.gov.in/
Date and time of visit to place of Service	On working days between 10.00 AM to 5.00 PM IST
Pre-Bid meeting Date, Time and place	On 19.12.2023 at 15.00 Hrs BMTC Central Office, K.H. Road, Shanthinagar, Bangalore-27
Last date for submission of online Tenders on Karnataka Public Procurement Portal	On 23.12.2023 upto 17.30 Hrs
Date and Time for opening of Technical Tender on the Karnataka Public Procurement Portal	On 27.12.2023 at 11.00 Hrs
Date and Time for opening of Financial Tender on the Karnataka Public Procurement Portal	Tentatively On 30.12.2023 at 11.00 Hrs
Validity of Tenders	90 days from the last date for submission of Tenders
Period for Contract	03 years
Address for Communications	Office of Executive Engineer, BMTC, K.H. Road, Shanthinagar, Bangalore-27
Earnest Money Deposit (EMD) Amount	Rs. 2,11,000/-

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SECTION I: INVITATION FOR TENDERS (IFT)

Tender Reference No: BMTC/CO/CE/EE/1281/2023-24 Dated: -12-2023

1. Executive Engineer, BMTC (Referred to as the “Client”) invites Tenders on behalf

of BMTC from eligible Tenderers for procurement of Housekeeping Services as detailed in Appendix A of the Contract (hereinafter referred to as "the Services") through Karnataka Public Procurement Portal. The detail of housekeeping service requirement is provided in this Tender Document. The Tenderers are advised to go through the same.

2. The Tender documents may be downloaded from the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) at free of cost from 14-12-2023 and 17.00 Hrs onwards till the last date and time or extended date and time for submission of Tenders. The Tenderers shall go through the Tender document for details before submission of their Tender.

3. The Tenderers has to deposit an Earnest Money Deposit amount of Rs.2,15,000/- (Rupees Two Lakhs Fifteen Thousand Only) through Karnataka Public Procurement Portal by any of the modes specified in the Karnataka Public Procurement Portal.

4. There is no exemption from payment of EMD.

5. Tenders must be submitted through Karnataka Public Procurement Portal within the last date and time for submission of Tenders, Two Electronic Tender Document System procedure will be followed, wherein the Tenderers are required to submit Technical Tender and Financial Tender simultaneously. No physical submission of Tender shall be accepted.

6. The Tenderers are advised to note the Eligibility criteria and Qualification criteria specified in the Clause4.1, 4.2, 4.3 and 5 of the Tender Document to qualify for award of the Contract.

7. A Pre-bid meeting will be held on 19.12.2023 at 15.00 Hrs IST at BMTC Central Office, K.H. Road, Shanthinagar, Bangalore-27 for providing any clarifications sought by the Tenderer for the submission of Tenders. The last date for submission of Tenders is 23.11.2023 upto 17.00 Hrs IST.

8. The Technical Tender will be opened in the Karnataka Public Procurement Portal on 27.11.2023 at 17.00 Hrs. If the office of the Client happens to be closed on the date of opening of the Tenders as specified, the Tenders will be opened on the next working day at the same time.

9. The Tenderer scoring the highest Technical score shall be declared as selected Tenderer for the Services in accordance with the procedures described in this Tender Document.

10. All notifications, changes and amendments to the Tender Document will be posted only on the Karnataka Public Procurement Portal, which shall form part of the Original Tender Document.

11. Other details can be seen in the Tender documents.

12. For any additional information or clarification regarding the Tender, the interested Tenderer, may contact office of the undersigned at the address given below on all

working days during office hours.

13. The Client reserves the right to accept or reject or cancel any or all the Tenders or to abandon the procurement without assigning any reasons thereof.

SECTION II: INSTRUCTIONS TO TENDERER (ITT)

A. Introduction

1. Scope of Tender

1. The Client invites Tenders following Two Electronic Tender Document System procedure from eligible Tenderers for procurement of Housekeeping Services at [details of the location. The Service may include

Goods indicated if so.

For procurement of Housekeeping Services the applicable wages payable is as detailed in Appendix G

2. Non-payment of the applicable wages amount to the deployed personnel for this services shall be considered as breach of contract by the Contractor.The Contractor should pay the payments provided in Column No.7 (Total Remuneration per month per personnel) to the deployed personnel without any variation. Any variation in payments or

3. Receipt/PF & ESI challan copy along with details of personnel, Bank statement for salary compliance, ESI, PF account number etc of having made such payments to the concerned authorities with respect to the deployed personnel should be submitted by the Contractor.
be paid per Personnel to the concerned Authorities) should be paid by the Contractor to the concerned authorities and a confirmation

4. The Contractor shall submit proper invoice to the Client on monthly basis after completion of respective month and the number of days each personnel has worked.The Contractor shall not be entitled to claim any amounts towards cost of idle housekeeping/personnel.

5. The Remuneration shall be reimbursed by the Client on production of proof of payment to the concerned personnel and statutory payments (ESI,EPF,PT) to the Government, after exercising all due checks as far as possible within 45 (Forty Five) days of receipt of the Bill by the Contractor.

6. The Tenderer is required to submit a declaration in the format specified at **Appendix M.**

2. One Tender Per Tenderer

Each Tenderer shall submit only one Tender (comprising Technical Tender and Financial Tender). Tenderer who submits more than one Tender will be disqualified.

3. Visit of Place of Service

The Tenderer at his own responsibility and risk is encouraged to visit and examine the place of service and its surroundings shall satisfy themselves of the existing facilities and obtain all information that may be necessary for preparing the Tender. The cost of visit of place of Service shall be at the Tenderer’s own expense.

4. Eligible Tenderer

4.1. For determining the eligibility of Tenderers, the following conditions are required to be satisfied:

a. The Tenderer should not be under order of debarment, from participating in a

Tender, and as on the last date of submission of Tenders.

b. Tenderer’s contracts should not have been terminated during the last 3 (three) financial years due to non-fulfilment of contractual obligations as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer.

c. BMTC expects Tenderers to provide professional, objective, and impartial services and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Tenderers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client. Without limitation on the generality of this rule, Tenderers shall not be hired under the circumstances set forth below:

   i. A firm, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.
   ii. Tenderers or any of their affiliates shall not be hired for any assignment, which, by its nature, may be in conflict with another assignment of the Tenderers.

d. Tenderer must not be insolvent, in receivership, bankrupt are being wound up, not have its affairs administered by a Court or Judicial Officer, not have its business activities suspended and must not be the subject of legal proceeding for any of these reasons.

4.2. Conditions for submission of Tenders by a Tenderer from a Country which shares Land Border with India

i. Any Bidder from a country, which shares a land with India, will be eligible to bid in this Tender only if the Bidder is registered with the competent authority.

"Bidder'' (including the term 'tenderer', 'consultant' or' service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

ii. "Bidder from a country which shares a land border with India" for the purpose of this Tender means:
   a. An entity incorporated, established or registered in such a country; or
   b. A subsidiary of an entity incorporated, established or registered in such a country; or
   c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any memberof the consortium or joint venture falls under any of the above.

iii. The beneficial owner for the purpose of above clause will be as under:
a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
i. "Controlling ownership interest" means ownership of or entitlement to more than twenty- five percent of shares or capital or profits of the company;
ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
d. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
i. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
ii. A certificate for having read the above clauses is required to be submitted / uploaded by the Tenderer separately in the prescribed format at **Appendix J**:

4.3. The Tenderers should meet the following eligibility criteria (the "**Eligibility Criteria**").

i. The Tenderer should be a single business entity and may either be a proprietorship Firm, or company, or partnership firm, or Limited Liability Partnership firm, or Society which is registered under the relevant statutory law.

ii. Group of single business entities (**Consortium**) is not allowed to participate in this tender process.

iii. The Tenderer should have a Registered/Branch Office in Karnataka. If incorporated elsewhere, should have necessary permission/license to operate in Karnataka and the personnel proposed to be deployed for the services should be conversant in Kannada language.

iv. The Tenderer should be in similar business of providing housekeeping services for at least 3 (three) financial years preceding the last date for submission of Tenders.

v. The Tenderer should have the following registrations:

a. Registration with the Department of Labour.
b. Registration under Employees' Provident Funds and Miscellaneous Provident Act, 1952.
c. Registration under Employees State Insurance Act, 1948.
d. Registration under the Goods and Service Tax (GST)
e. Registration under Professional Tax.
f. Registration under the Shops and Commercial Establishments Act, 1961.
g. Udyam Registration (online registration for MSME)

vi. The Tenderer should hold a valid license issued by the Labour Department under Contract Labour (Regulation & Abolition) Act, 1970.

vii. The Tenderer should hold a valid license issued by the competent authority under the Private Securities Agencies (Regulation) Act, 2005 and Karnataka Private Security Agencies Rules, 2008[25].

viii. The Tenderer should not be in default with respect to statutory payments such as contribution to ESIC, and contributions to EPFO and a declaration to this effect is required to be submitted by the Tenderer.

ix. The Tenderer should provide the requisite number of manpower/personnel's required for the services as specified in Appendix G .

x. Tenderer must not be insolvent, in receivership, bankrupt are being wound up, not have its affairs administered by a Court or Judicial Officer, not have its business activities suspended and must not be the subject of legal proceeding for any of these reasons

5. Qualification Criteria

5.1 The Tenderers should establish their competence and capacity based on the following qualification criteria (the "**Qualification Criteria**").The qualification information shall be provided in the format prescribed in Appendix C & D.

A. Technical Capacity

1. The Tenderer should establish their experience (the "**Technical Capacity**") as set out below:

The Tenderer should have successfully provided Housekeeping services or for any Central/State Govt./Semi Govt./PSU/reputed company established under the Companies Act, 1956 or 2013 during the last three Financial Years i.e Financial

Years 2020-21, 2021-2022 and 2022-2023 preceding the last date for submission of Tenders such that the total / combined personnel deployed is not less than **56** persons/users.

B. Financial Capacity

The Tenderer should have the following financial capacity (the "**Financial Capacity**").

i. The Tenderer should have a positive Networth of **Rs. 141.00 Lakhs** as at the end of the most recent financial year preceding the last date for submission of Tenders (i.e. Financial Year 2022-23) and

ii. The Tenderer should have minimum Average Annual Turnover of **Rs. 282.00 Lakhs** from the last three completed financial Years preceding the last date for submission of Tenders (i.e. Financial Year 2022-23, 2021-22 and 2020-21]

iii. The Tenderer should have credit facility of not less than **Rs. 42.30 Lakhs** of credit line or letters of credit from the banks meeting the fund requirement.

Note:
Technical Capacity and Financial Capacity of parent / subsidiary / associate company(ies) of the Tenderer would not be considered for evaluation.

The Tenderer should fulfill all the criteria detailed in this Clause to qualify in the Technical Tender. If a Tenderer does not fulfill the minimum criteria prescribed herein, the Tenderer shall be disqualified. On such disqualification the Financial Tender of such Tenderer will not be opened & will not be considered for further evaluation.

5.2 Though the Tenderer fullfills the above conditions, they are subject to be disqualified if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria.

5.3 The Tenderer is required to upload legible copies of documents provided at Appendix I to support, demonstrate and substantiate the eligibility and qualification criteria provided in this Tender Document.

5.4 The Tenderer should submit the qualification information in the format provided at Appendix C & D.

6. Cost of Tendering

6.1 The Tenderer shall bear all direct or consequential costs,losses and expenditure associated with or relating to the preparation,presentation, submission and processing of its tender, and the Client will in no case be responsible or liable in any manner for these costs, regardless of the conduct or outcome of the tender process.

6.2 All Tenderers are required to register in Karnataka Public Procurement Portal. The Tenderers, who submit their Tender for this Services after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/Appendices of this Tender.

B. The Tender Documents

7. Contents of Tender Documents

7.1 The tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents shall include:

b. Instruction to Tenderers (ITT);
c. Form of Contract
d. General Conditions of Contract (GCC);
e. Special Conditions of Contract (SCC);
f. Appendices
a. Schedule of Requirements
b. Reporting Requirements
c. Working Hours and Leave Benefits.
d. Services and Facilities to be provided by the Client
e. Breakdown of Contract Price
f. Form of Bank Guarantee for Performance Security Deposit/ E-Bank Guarantee.
g. Notification of Award and Letter of Acceptance
h. Any modifications, clarifications, addendum/ corrigendum issued to the original Tender Document, pre-bid meeting proceedings.

7.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in all respect will be at the Tenderer’s risk and may result in rejection of its Tender.

8. Amendment to Tender Documents

8.1 At any time after the uploading of the Tender Documents and prior to the deadline for submission of Tenders, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may make any modifications or amendments to the Tender Documents. Such modifications or amendments shall be notified on the Karnataka Public Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Client shall form part of the original Tender Document.

8.2. In order to allow prospective Tenderers, reasonable time, to take the amendment into account in preparing their Tenders, the deadline for the submission of Tenders as necessary may be extended. Information about extension of the deadline for the submission of Tenders will be published on

Karnataka Public Procurement Portal.

8.3. The Tenders responsibility is to check the Karnataka Public Procurement Portal for any corrigendum/addendum/Clarification.

9. Pre-Bid Meeting and Clarification of Tender Documents

9.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Client in writing or by email at the mailing address indicated in the Invitation for Tenders in the format provided below. The Client will respond in writing to any request for clarification of the Tender Documents which it receives not later than 7 days prior to the last date and time for submission of Tenders. The Client's response will be uploaded in the Karnataka Public Procurement Portal including a description of the enquiry but without identifying its source.

Sl No	Tender Document reference (Section, Clause No and Page No)	Content of the Tender Document Clause	Points of clarification Required
1			
2			

9.2 The Tenderer or his authorized representative is invited to attend a pre-bid meeting which will take place at be held [at the place/virtually] and time as specifiedin the NIT.

9.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Tenderer may submit any queries in writing or by email at the mailing address, prior to the date of pre-bid meeting.

9.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on the Karnataka Public Procurement Portal without delay. Any modification to the tender documents listed in Sub-Clause 7.1, which may become necessary as a result of the pre-bid meeting shall be made by the Client exclusively through the issue of an Addendum/Corrigendum/Clarification pursuant to Clause 8 and not through the minutes of the pre-bid meeting.

9.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Tenderer.

C. Preparation of Tenders

10. Language of Tender

The ender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Client, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate

translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

11. Tender Form

11.1 The Tender should upload in the Karnataka Public Procurement Portal under a two Tender document system comprising the following documents.

A- **First Electronic Document - Technical Tender documents** shall comprise of scanned copy of all pre-qualification information about the Tenderers namely;

i. Letter of Tender in the format prescribed at **A**.
ii. Details of Tenderer in the format prescribed at **Appendix B** along with supporting documents as specified in **Appendix I**;
iii. Technical Capacity of the Tenderer in the format prescribed at **Appendix C** along with supporting documents as specified in **Appendix I**;
iv. Financial Capability of the Tenderer in the format prescribed at **Appendix D** along with Statutory Auditor certificate and supporting documents as specified in **Appendix I**;
v. Statement of Legal Capacity of the Tenderer in the format prescribed at **Appendix E**;
vi. Power of Attorney for Signing of Tenderin the format prescribed at **Appendix F**;
viii. Undertaking Regarding Restrictions on Procurement from A Bidder of a Country Which Shares a Land Border with India in the format prescribed at **Appendix J;**
ix. Undertaking of Tenderer in the format prescribed at **Appendix M;**
x. Description of the training and work plan in the format prescribed at **Appendix O**;
xi. any other information considered relevant.

Note:
Tenderer shall not furnish the Financial Tender along with the Technical Tender.A Technical Tender containing any financial information shall be declared non-responsive.

B- **Second Electronic Document –** Financial Tender document shall comprise of the Service Fee per person per month as lump sum and shall be quoted by the Tendererfor the whole services as described in Clause 1 of the ITT in the slot provided on the Karnataka Public Procurement Portal.

i. The specimen format of the Financial Tender in the slot in the Karnataka Public Procurement Portal is prescribed at **Appendix H**.

ii. The Service Fee quoted by the Tenderer shall be inclusive of allrelevant financial implications including inter-alia the nature of the Services to be delivered, location of the bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations about taxes, duties, labour in India, overheads and incidental services for the whole services as described in Clause 1 of the ITT excluding GST.

iii. The Service Fee quoted by the Tenderer shall remain firm and fixed for the duration of the Contract and shall not be subject to adjustment or any revision

whatsoever (except any statutory variation in GST and Minimum Wage Rate as declared by Government from time to time).

iv. Submission of "Nil" Service Fee, Negative Fee/ margin over such minimum wage cost of man power shall be rejected as non-responsive

v. Submission of scanned copies of Financial Tender will not be considered for evaluation and the same will be rejected. A specimen of the Financial Tender to be provided in the slot in the Karnataka Public Procurement Portal is prescribed at Appendix H. Although the software in the Karnataka Public Procurement Portal may convert the amount in numerical digits in Tenders to words, the Tenderers are advised to ensure that there is no ambiguity in this regard. The rate or price quoted by the Tenderer shall be inclusive of all taxes, duties, overheads and incidental services for the whole procurement as described in Clause 1 of the ITT.

11.2 Tenders submitted by fax, e-mail or any other electronic modes other than through Karnataka Public Procurement Portal shall not be entertained and shall be rejected.

12. Tender Currency

The Financial Tender should be quoted in Indian Rupees only.

13. Earnest Money Deposit (EMD)

13.1 The Tenderer shall furnish, as part of his tender, an earnest money deposit (the "EMD") of Rs. 2,11,000/- (Rupees Two Lakhs Eleven Thousand only). The EMD to be paid through online or offline modes shall be made on any of the following e-payment options:

Online Payments:

i. Debit Card,
ii. Credit Card,
iii. Internet Banking
iv. NEFT (National Electronic Fund Transfer)

Offline Payments:

i. Remittance at the Bank Counter using challan (ICICI Bank only) and

Note:

The Client shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. In such case the Tenderer may use other alternative modes of payment.

For further details regarding e-payment, please refer to the Karnataka Public Procurement Portal.

13.2 Tenderer who are specifically exempted for submitting the EMD should submit supporting documents along with provide a declaration as per Appendix K- Form 2 of this RFP. The exemption and relaxation in EMD is subject to the validity & acceptance of the supporting documents by the Client.

13.3 Any Tender not accompanied by EMD/EMD Declaration and not secured as indicated in Sub-Clauses 13.1and 13.2 shall be rejected as non-responsive.

13.4 The Earnest Money Deposits ubmitted through online or offline modes of paymentwill be returned through the Karnataka Public Procurement Portal without any interest:

i. to the successful Tenderer, upon the Tenderer executing the Contract and furnishing of the Performance Security Deposit.
ii. To the unsuccessful Tenderer, as promptly as possible and in any case within 30 (thirty) days from the date of declaration of successful Tenderer by the Client.

iii. In the event of cancellation of tender process, within 15(fifteen) days of such cancellation.

13.5 The EMD shall be forfeited under the following conditions:

i. if a Tenderer withdraws its tender during the period of tender validity specified in this Tender Document and or as extended by the mutual consent of the respective Tenderer(s) and the Client; or
ii. if the successful Tenderer fails or refuse to:
   a. sign the Contract within the period specified in accordance with ITT Clause 31.4; or
   b. furnish Performance Security Deposit in accordance with ITT Clause 32.
iii. Incase a Tenderer is under order of debarment from participating in a Tender in accordance with Clause 34 and 35 of ITT;

14. Period of Validity of Tenders

14.1 The Tender shall remain valid for a period of 90 days from the last date of submission of Tender. The Tenderer is not allowed to modify, vary, revoke or withdraw, their Tender during the original or extended validity period. In case the last day on which the Tender are to remain valid falls on/subsequently declared a holiday or closed day for the Tender Inviting Authority, the Tender Validity shall automatically deemed to be extended to the next working day.

14.2 A tender valid for a shorter period than the period specified in Clause 14.1 above shall be rejected by the Client as non-responsive.

14.3 In exceptional circumstances, before the expiry of original validity period, the Client may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by

e-mail or fax) through Karnataka Public Procurement Portal. A Tenderer may refuse the request without forfeiting its Earnest Money Deposit. A Tenderer granting the request will not be required or permitted to modify its Tender.

D. Submission of Tenders

15. Format and Signing of Tender

15.1 The Tenderer shall provide all the required information sought under this Tender Document. The Client will evaluate only those Tenders that are received in the required formats and complete in all respects. Incomplete and/or conditional/alternative Tenders shall be liable to rejection as non-responsive.

15.2 All the documents of the Tender should be uploaded on the Karnataka Public Procurement Portal https://kppp.karnataka.gov.in/ using digital signature with their valid Digital Signature Certificate (DSC) as issued under the Information's Technology Act, 2000.

15.3 The documents to be submitted/uploaded shall be typed or written in indelible ink and signed by the Authorized Signatory (the "Authorized Signatory") of the Tenderer who shall also initial each page, in blue ink. In case of printed and published Documents, only the cover page shall be initialled. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The submissions must be properly signed by the Authorized signatory of the Tenderer holding a Power of Attorney or the Board Resolution.

15.4 A copy of the Power of Attorney certified by the authorized signatory of the Tenderer in the form specified in Appendix F, as the case may be, should accompany the Tenders.

15.5 Instructions for e-tendering is specified in Appendix L.

16. Deadline for Submission of Tenders

16.1 It shall be the responsibility of the Tenderer to ensure that their Tender is submitted in the Karnataka Public Procurement Portal within the last date and time specified for the receipt of Tenders in complete manner. The Client will not be held responsible for technical glitches and internet connectivity issues confronted by Tenderer in uploading their tender or for any failure on part of the Tenderer to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Tenders by Karnataka Public Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.

16.2 The last date and time for submission of tenders may be extended by amending the tender documents in accordance with ITT Clause 8after giving adequate notice on the Karnataka Public Procurement Portal, in which case all rights and obligations of the Client and Tenderer previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Tenders will be published on Karnataka Public Procurement Portal.

17. Late Tenders

The Karnataka Public Procurement Portal will not accept any Tenders after the last date and time for submission of Tenders.

18. Modification and Withdrawal of Tenders

18.1 The Tenderer may modify the contents of the Technical Tender or Financial Tender or withdraw its tender prior to deadline for submission of tenders in Karnataka Public Procurement Portal.

18.2 No tender may be modified subsequent to the deadline for submission of tenders.

18.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the original period oftender validity or extended period in pursuant to Clause 14. Withdrawal of a tender during this interval shall result in forfeiture of the Tenderer's Earnest Money Deposit.

E. Tender Opening and Evaluation of Tenders

19. Opening of Technical Tender

19.1 The Technical Tender shall be opened in the Karnataka Public Procurement Portal at the designated date and time, without requiring the presence of the Tenderer(s). In the event of the specified date of Technical Tender opening being declared a holiday, the Technical Tender shall be opened at the appointed time on the next working day.

19.2 List of submitted Tenders termed as RECEIVED and list of incomplete tenders termed as DRAFT shall be displayed in Karnataka Public Procurement Portal. All Tender payments successfully received shall be displayed. Only the Tenders which have been submitted in Karnataka Public Procurement Portal and whose Tender payments were successfully received in Karnataka Public Procurement Portal shall be opened. The name of the Tenderer shall be published in the Karnataka Public Procurement Portal.

20. Process of Tender Evaluation to be Confidential until the award of the Contract is Notified

20.1 The Client shall ensure the confidentiality of the process of tender evaluation until orders on the tenders are passed.

20.2 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations of award of Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until award of the successful Tenderer has been announced in the Karnataka Public Procurement Portal. Any effort by a Tenderer to influence, the Client in processing of Tenders or award decision may result in rejection of Tender.

21. Clarification of Tenders

21.1 During evaluation of tenders, the Client or the Tender Accepting Authority, or the Tender Scrutiny Committee may, at its discretion, seek bonafide clarifications from the Tenderers relating to the Tenders submitted by them including the details of price. The request for clarification and the response shall be in writing. The Client shall not offer or permit any change in the price or substance of Tender.

21.3 During the evaluation of tenders, the Client may at its discretion, seek justification for the Service Fee quoted by the Tenderer to assessing fulfilment of the required services.

22. Initial Examination of Tenders

22.1 The Client shall cause an initial examination of the Tenders submitted to determine their substantial responsiveness and following factors shall be considered, namely

i. Whether the Tenderer meets the eligibility criteria laid down in the Tender Documents;
ii. Whether the crucial documents have been duly signed;
iii. Whether the requisite Earnest Money Deposit has been furnished;
iv. Whether the Tender is substantially responsive in terms with the Tender Documents without material deviation or reservation or inconsistent with the Client’s right or Tenderer’s obligations under the Contract.

22.2 Tenders which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 22.1 above, may be rejected.

22.3 The Tender inviting Authority/ Tender Scrutiny Committee may waive any minor informality or non-conformity or irregularity in a Tender, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

23. Evaluation of Technical Tender

23.1 The Tender Accepting Authoritymay constitute a Tender Scrutiny Committee as it deems fit to carry out scrutiny and evaluation of Tenders strictly in accordance with the evaluation criteria indicated in Clause 5 of this Tender Document.

23.2 The evaluation criteria adopted for the Technical Tender shall be the scoring method as specified at **Appendix N**.

23.3 The Tender Scrutiny Committee, if constituted, as a whole, and each of its members individually, evaluates the Technical Tender on the basis of their responsiveness to the schedule of requirements, applying the evaluation criteria, sub-criteria and scoring system specified in the Appendix M. Each responsive Tender will be given a technical score (ST). A Tender shall be rejected at this stage if it does not respond to important aspects of the schedule of requirements or if it fails to achieve the minimum technical score of 70 marks indicated in the **Appendix N**.

23.4 Tenderer whose Technical Tenders are adjudged as responsive in terms of Clause 22 and who achieve the minimum technical score will be declared as qualified Tenderers ("**Qualified Tenderers**"). If a Tenderer does not achieve the minimum technical score such Tenderer shall be disqualified. The Financial Tenders of only the Qualified Tenderers shall be considered for opening in the Karnataka Public Procurement Portal and further evaluation in the manner set out in Clause 24 below.

23.5 The list of Qualified Tenderer and the date, time of opening of Financial Tender of Qualified Tenderer shall be published by the Tender Inviting Authority in the Karnataka Public Procurement Portal.

23.6 After the evaluation of the Technical Tender is completed, the Tender Inviting Authority shall also notify the details of the Tenderer who tenders are considered as non-responsive and not qualified in the Karnataka Public Procurement Portal. It shall also be indicated that their Financial Tenderwill not be opened.

24. Opening and Evaluation of Financial Tender

24.1 In this stage, the Financial Tender of all the Qualified Tenderers will be opened in the Karnataka Public Procurement Portal at the designated date and time notified or any amendment to that. If the specified date of Financial Tender opening is declared a holiday subsequently the Financial Tenders shall be opened at the appointed time on the next working day.

24.2 The Tenderer who has submitted the lowest Service Fee in Karnataka Public Procurement Portal shall be determined as the lowest Tenderer.

24.3 The Service Fee quoted by the Tenderer for providing the Housekeeping Services shall comprise the administrative costs and supervision charges of the Contractor which is inclusive of all applicable taxes viz., Income Tax, Turnover tax, profession tax, transportation, bonus if any and other overheads but exclusive of GST. The GST amount shall be paid separately by the Client as per the applicable rate. The Service fee shall also include cost of two pairs of uniforms, disposable masks and hand gloves including charges towards its maintenances.

24.4 **[Cost of consumables and hand tools:** A tentative list of consumables and hand tools like brooms, brushes etc., required per month of housekeeping and maintenance works, quantity required per month, has to be furnished by the client in schedule of requirement for which the tentative total monthly charges are required to be indicated in the Financial Tender. Only eco-friendly and ISI marked products will be permitted to be used. Total cost should be arrived at by summing the cost of all the items. However, the total cost (except cost towards uniforms, disposable masks and hand gloves) so arrived at is not to be used for the purpose of evaluation of the Financial Tenders. The Client will independently assess the requirements and determine the list of items, quantities and their prices. First option will be given to the Contractor to buy and use them at these rates and seek reimbursement of costs from the Client. However, if the Contractor is not doing it properly or charging higher prices, the Client reserves the right to buy and supply them to the Contractor. In such a case, no charges will be paid to the Contractor.

24.5 **Cost of hire charges of machine, tools and equipment:** The Client is required to indicate a complete list of all machine tools (e.g. lawn mower) and big sized equipment (like large garbage bins, push carts, ladder etc) required for the housekeeping and maintenance contract. The list should be comprehensive. Prevailing market prices of hire charges should be quoted in the Financial Tender. The total cost should be arrived at by summing the cost of hire charges for all items. The Client will independently assess the actual requirements and determine the list of tools, equipment, quantities and their hire charges. Like the consumables, first option will be given to the Contractor to buy and use the tools and equipment and reimburse the hire charges. However, if the Contractor does not do it properly or charges higher hire charges, the Client reserves the right to buy and supply them. In such a case, no hire charges will be paid to the Contractor.

24.6 Costs for preventive and breakdown maintenance works: The Contractor is required to carry out certain preventive maintenance works periodically and also undertaken breakdown maintenance works. It may not be possible to estimate the cost of such works at the time of this Tender. Cost of each work has to be estimated before commencing such works, got approved from the Client and implemented by the Contractor. Detailed cost will be determined before execution of the work. In this tender, the Tenderer is required to indicate his administrative and supervision charges for carrying out such task along with the applicable taxes. Administrative and supervision charges should be quoted as a lumpsum of actual work cost. These items are only indicative and will NOT

be used for Financial Tender evaluation purpose. The Contractor will be given the first option of carrying out such works. However, the Client reserves the right to take up such works directly or through another agency as the circumstances may warrant if the contractor fails to carry out the work or quotes the price excessively. The decision of the Client will be final in this regard.

24.7 The Service Fee quoted in the Financial Tender will be considered as fixed. They will not be changed under any circumstances. Omissions, if any, in costing any item shall not entitle the Contractor to be compensated and the liability to fulfil its obligations as per the TOR within the total Contract Price shall be that of the Contractor.

24.8 If and when minimum wage rates, statutory contributionsGST are revised by statutory authorities, the same will be adopted immediately.

25. Evaluation and Comparison of Tenders

25.1 The Client may evaluate and compare the Tenders which have been determined to be substantially responsive. No Tender will be considered if the complete requirements is not included in the Tender.

25.2 The evaluation of Tender and award of Contract shall be completed, as far as possible, within the period for which the Tenders are held valid. The Client shall seek extension of the validity of Tenders from the Tenderers for the completion of evaluation. In case the evaluation of Tenders and award of Contract is not completed within the extended period, all the Tenders shall be deemed to have become invalid and fresh Tenders may be called for.[58]

25.3 In the event that two or more Tenderers quote the same amount of Service Fee (the "**Tie Tenderers**"), the Tenderer having the highest Technical Score shall be identified and declared as the Successful Tenderer. In the event the Technical Score of the Tie Tenderers happens to be same, the Tenderer having the highest Average Annual Turnover shall be identified and declared as the Successful Tenderer.

26. Contacting the Client

26.1 The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and if any attempt by the Tenderer to bring to bear extraneous pressures on the Client shall be sufficient reason to disqualify the Tenderer.

27. Tenderer’s Responsibility for Quotation

Although the details presented in this Tender Document have been compiled with, with all reasonable care, it is the Tenderer responsibility to ensure that the information provided is adequate and clearly understood. Claims and objections due to ignorance of existing conditions will not be considered after submission of the Tender and during the period of Services as per the Contract. Tenderer is responsible for the Tender submitted and no relief or consideration can be given for errors and omissions.

F. Award of Contract

28. Preparation of evaluation report and Award of Tenders

The system shall auto generate a statement of evaluation of the Tenders with comparative statement for consideration of the Client.

The detailed evaluation report shall be prepared in accordance with the eligibility and qualification criteria, which shall be considered by the Tender Accepting Authority for taking a final decision on the Tender.

After evaluation of the Tenders, the order of acceptance of Tenderalong with the comparative statement shall be uploaded in the Karnataka Public Procurement Portal[60].

Subject to Clause 28.1 above and Clause 30 below, the Contract will be awarded to the successful Tenderer whose tender has been determined to be substantially responsive and who has offered the lowest Service Fee andhas been determined as the lowest evaluated tender.

The Letter of Intent (LoI) shall be issued to the successful Tenderer(s) only through Karnataka Public Procurement Portal. Before issuing such LOI, the Client may, at its discretion, ask the Successful Tenderer to submit the originals of all such documents for verification whose scanned copies were submitted online along with the Technical Tender. If the Tenderer fails to provide originals or if there are any substantive discrepancies between such documents, the same shall be considered as corrupt and fraudulent practices including misleading the Client and action shall be initiated to debar such Tenderer in accordance with Clause 34 and Clause 35 of ITT.

29. Client’s right to vary Quantities at the Time of Award

The Client reserves the right during the Contract Period to increase or decrease by up to 25 percent of the quantity of Services originally specified in the Schedule of Requirements without any change in the rate, Service Fee or other terms and conditions.

30. Client's Right to Accept Any Tender and to Reject Any or All Tenders

The Client reserves the right to accept or reject any Tender or all Tenders, and to annul the selection process and reject all tenders at any time prior to the award of contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Client's action and such action also caused to be published in the Karnataka Public Procurement Portal.

31. Publication of Award and Signing of Contract

The Tenderer whose Tender has been accepted will be notified by the Client prior to expiration of the Tender validity period through the Karnataka Public Procurement Portal and through email to the successful Tenderer. This Letter of Intent (LOI) generated in Karnataka Public Procurement Portal will state the sum that the Client will pay the Contractor in consideration of the provision of Services by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "**Contract Price**").The Contract Price includes the total remuneration payable for the total housekeeping services to be provided by the Contractor, plus the Service Fee and GST. The Tenderer, shall confirm acceptance by returning a signed copy of the Letter of Intent through Karnataka Public Procurement Portal and email.

The notification of award will constitute the formation of the Contract.

Upon the successful Tenderer's furnishing of Performance Security Deposit pursuant to ITT Clause 32, the Client will promptly notify the same in Karnataka Public Procurement Portal and shall discharge its earnest money deposit, pursuant to ITT Clause 13.5.

The Contract Form provided in the tender documents, incorporating all agreed terms and conditions between the Client and the successful Tenderer, will sent by the Purchaser duly completed and signed tothe successful Tenderer for signature within [7(seven)] days thereof, the successful Tenderer will sign the Contract and deliver it to the Client .

32. Performance Security Deposit

Within [14(fourteen)]days of the receipt of LOI from the Client, the successful Tenderer shall furnish the Performance Security Deposit in accordance with the Conditions of Contract, in the Performance Security Deposit Form provided in the Tender Documents or in the form of E-Bank Guarantee or in any other form acceptable to the Client.

Failure of the successful Tenderer to comply with the requirement of ITT Clause 31.4 or and ITT Clause

32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

33. Corrupt or Fraudulent Practices

The Client requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government contracts. In pursuance of this policy, the Government:

(i) defines, for the purposes of this provision, the terms set forth as follows

a. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution;and

b. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity, and includes collusive practice among the Tenderers either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Procurement Entityof the benefits of free and open competition;

(ii) in pursuance of clause 34 or 35 of ITT an action may be initiated to debar the Tenderer from participating in the Tender or executing the Contract if it is determined that the firm has engaged in corrupt or/and fraudulent practices in competing for, or in executing, a Government contract in question.

34. Debarment of Tenderers by the Procurement Entity

The Procurement Entity may proceed with debarring such tenderer or contractor or supplier or any of the successor of the tenderer or contractor or supplier who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contract including misleading the Procurement Entity at any stage of procurement and executing activity.

The Committee constituted by the Procurement Entityconsisting of such officers not below the rank of Tender Inviting Authority to be the Debarment Committee to consider the tenders/proposals for debarring bidder or contractor or supplier and to take a decision thereof.

The Debarment Committee, on the receipt of information shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision.

For consideration of debarment, Tender Inviting Authority or any other officer authorized by Tender Accepting Authority shall furnish the details of such bidders or contractors or suppliers who have engaged in corrupt practice and fraudulent practices to the Debarment Committee constituted under sub clause 34.2 above.

The Debarment Committee will make recommendations with reasoning in writing, within thirty days from date of receipt of information.

Provided that, the said period may be extended by another fifteen days by Procurement Entity for the reasons to be recorded in writing.

On the recommendations of the Debarment Committee, the Procurement Entity shall by notification debar any of tenderer or contractor or supplier for a period not exceeding 3 (three) years and publish the same on its website and Karnataka Public Procurement Portal and also maintain the list of such tenderer or contractor or the supplier or any of its successors.

The order of debarment shall be deemed to have been automatically revoked on the expiry of the period specified in the debarment order.

35. Debarment by the Government

The Government may debar a Tenderer or contractor or supplier, in the public interest and on the grounds specified in the KTPP Act.

The State Level Debarment Committee will consider the tenders/proposals for debarring Tenderer or contractor or supplier and to take a decision thereof.

The State Level Debarment Committee, on the receipt of the information shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision on the debarment.

For consideration of debarment of the Tenderers or contractors or suppliers, the officer authorized by the Procurement Entity shall furnish the details of such Tenderers or contractors or suppliers to the State Level Debarment Committee constituted under Clause35.2 above;

The State Level Debarment Committee will make recommendation to the State Government to such an effect, within thirty days, from the date of receipt of the information:

Provided that, the said period may be extended by another fifteen days for the reasons to be recorded in writing by the Debarment Committee.

On the recommendation of the State Level Debarment Committee, the Government shall debar by notification such Tenderer or contractor or supplier for the period not exceeding (three) years and publish the same on the Department website as well as Karnataka Public Procurement Portal and shall maintain the list of such bidder or contractor or the supplier or any of its successor.

The debarred Tenderer or contractor or supplier shall be removed from the list of registered contractors or vendors.

The order of debarment shall be deemed to have been automatically revoked on the expiry of the specified period in the debarment order.

36. Measures to be taken after Debarment

The Procurement Entity may take appropriate measures in respect of debarred tenderer or contractor or supplier including one or more of the following, namely: -

(i) reject the bid and forfeit or encash EMD or Bid Security;
(ii) terminate the contract; forfeit or encash the performance guarantee; recover the compensation of loss incurred by Procurement Entity;
(iii) forfeit or encash any other security or guarantee or bond provided by such tenderer or contractor or supplier in relation to the such procurement; and
(iv) recover payments including advance payments, if any, made by the Procurement Entity along with the interest thereon at the prevailing rate of Nationalized Bank.

37. Appeals

Tenderer aggrieved by an order passed by the Tender Accepting Authority pursuant to Clause 31.1 of ITT may appeal online to;

(i) the Head of the Department concerned if the order is passed by the Tender Accepting Authority subordinate to the Head of the Department.
(ii) To the Government if the order is passed by the Tender Accepting Authority which is Head of the Department or Local Authority or State Government Undertaking or a Board, Body Corporation or any other authority owned or controlled by Government.

(iii) Such appeal shall be made within 15 (fifteen) days from the date of receipt of the order.

(iii) The Appellate Authority may after giving opportunity of being heard to both the parties pass such order thereon as it deems fit, as far as possible within 30 (thirty) days from the date of filing of the Appeal and such order shall be final.

[Executive Engineer]

SECTION II: FORMATS FOR SUBMISSION OF TENDERS

APPENDIX A
Letter of Tender

(To be submitted on the letter head of the Tenderer)

To
Dated:
Phone: Fax: ,
E-mail: _____

Sub: [**Tender for Procurement of Housekeeping Services at]**

1 With reference to your Tender document dated__I/We, having examined the Tender Documents and understood their contents, hereby submit my/our Tender for the Services. The Tender is unconditional and unqualified.

2 I/We acknowledge that the Client will be relying on the information provided in the Tender and the documents accompanying the Tender for selection of the Agencyfor the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.

3 I/We shall make available to the Client any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.

4 I/We acknowledge the right of the Client to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5 I/We declare that in the last [3(three)] years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procurement entity for breach on our part.

6 We declare that we do not have any conflict of interest and that we not in solvent bankrupt in according with clause 4.1(d) of ITT.

7 I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Tender that you may receive nor to invite the Tenderers to Tender for the Services, without incurring any liability to the Tenderers.

8 I believe that we satisfy the Eligibility Criteria and Qualification Criteria (Technical Capacity and Financial Capacity) and meet(s) the requirements as specified in the Tender Document.

9 I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.

10 In the event of us being declared as the Successful Tenderer, I/we agree to enter into a Contract in accordance with the draft that has been provided by the Client. We agree not to seek any changes in the aforesaid draft Contract and agree to abide by the same.

11 I/We have studied all the Tender Documents carefully and also surveyed the site where the services are required to be provided. We understand that except to the extent as expressly set forth in the draft Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or relating to the selection process including the award of the Contract.

12 I/We offer an Earnest Money Deposit of [Rs.__/-] (Rupees_____Only) for the Services for which we have submitted the Tender (s) in accordance with the Tender Document.

13 The documents comprising the Tender, as specified in Clause 11.1 of the Tender Document, have been submitted in the manner set out in the Tender Document.

14 I/We have been in similar business of providing housekeeping services for at least [3 (three)] financial years preceding the last date for submission of Tenders.

15 The Service Fee per personnel per month has been quoted by me after taking into consideration all the terms and conditions stated in the Tender Document; draft Contract, our own estimates of costs and revenues and after a careful assessment of the place where the services are required to be provided and all the conditions that may affect the provision of Services.

16 I agree and undertake to abide by all the terms and conditions of the Tender Document.

17 I shall keep this offer valid for [90 (Ninety)] days from the last date of submission of Tenders as specified in the Tender Document.

18 I/We certify that I/We have not been debarred by Procurement Entity, State Government or any entity controlled by it, from participating any Tender, for indulging in corrupt or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.

19 We, the undersigned, offer to provide the above services at [Location] in accordance with your Tender Document dated [Date], and our Proposal (Technical

Tender and Financial Tender).

20 I / we hereby offer and agree to provide the aforementioned Service for a Contract Price as provided by us in the Karnataka Public Procurement Portal.

21 I/We understand that the Contract Price for the Services is inclusive of cost of remuneration of the personnel, including wages, employers contribution of Provident Fund, ESI, statutory taxes, GST There will not be any revision in the service fee during the Contract Period. However, any increase or decrease in the Minimum Wages as declared by Government from time to time will be considered by the Client.

22 I/We agree for deduction of Tax Deductible at Source (TDS) at the prevailing rate from time to time from the bills as per applicable law.

23 I / we confirm that there is nodefault with respect to statutory payments such as contribution to ESIC, and contributions to EPFO,GST, Income tax, etc.

24 I/We confirm that if I/We are the successful Tenderer, shall within [14(fourteen)] days of receipt of the LOI from the Client, furnish the Performance Security Deposit in accordance with Conditions of Contract.

25 I/We solemnly declare that our GST rating on the GST portal/Govt. official website is not negative/blacklisted.

26 I/We understand that you are not bound to accept the lowest or any Tender you may receive.

27 I / we agree to be bound by this offer if we are the Successful Tenderer for the aforementioned Service.

In witness thereof, I/we submit this Tender under and in accordance with the terms of

the Tender document. Yours Faithfully,

Date: (Signature of the Authorised Signatory)
Place: Name and seal of Tenderer

APPENDIX B
Details of the Tenderer

(To be submitted on the letter head of the Tender)

1. (a) Name:
(b) Country of incorporation:
(c) Corporate Identity Number:
(d) Department of Labour Registration No:
(e) Address of the office/corporate headquarters and its branch office(s), if any, in India:
(f) Address of the office/ corporate headquarters or its branch office(s), in Karnataka:
(g) Date of incorporation and/or commencement of business:
2. Bank Details
(a) Name of the Holder
(b) Bank Account No.
(c) Name of the Bank
(d) Branch Name
(e) IFSC Code

3. Brief description of the Tenderer including details of its main lines of business and proposed role and responsibilities in these Services:

4. Details of individual(s) who will serve as the point of contact/communication for the Client:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
(h) Mobile:

5. Particulars of the Authorised Signatory of the Tenderer:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
(h) Mobile:

6. Taxation Registrations:
   (a) PAN number:
   (b) Type of GST Registration as per the Act(Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc):
   (c) GSTIN number.....in Consignor and Consignee States
   (d) Contact Names, Nos. & email IDs for GST matters(Please mention primary and secondary contacts):.....

7. Registration;

a. Registration with the Department of Labour.
b. Registration under Employees' Provident Funds and Miscellaneous Provident Act, 1952.
c. Registration under Employees State Insurance Act, 1948.
d. Registration under the Goods and Service Tax (GST)
e. Registration under Professional Tax.
f. Registration under the Shops and Commercial Establishments Act 1961.
g. Udyam Registration (online registration for MSME)

8. Licenses;

a. Labour Department under Contract Labour (Regulation & Abolition) Act, 1970.
b. Private Securities Agencies (Regulation) Act, 2005 and Karnataka Private Security Agencies Rules, 2008

9. The following information shall also be provided:

No.	Criteria	Yes	No
1.	Has the Tenderer been barred by Procurement Entity/ State Government, or any entity controlled by it, from participating in any Tender.		
2.	If the answer to 1 is yes, does the bar subsists as on the date of submission of the Tender.		
3.	If the answer to 1 is no, the Tenderer are required to furnish Self-Declared Certificate in their letter head to substantiate the same.		
4	Whether the Contractorbelongs to a country which shares Land Border with India. The Contractorare required to furnish an undertaking in the prescribed format at Appendix O in their letter head to substantiate the same.		

10. A statement by the Tenderer disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

Year	Name of Work/ Assignment	Name of Client with Contact details	Contract No. and Date	Value of Contract in Rs.	Date Completed	Nature of Litigation	Final Award

11. I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

Noite:

Tenderer shall fill in this Form in the format provided above. No alterations to its

format shall be permitted, and no substitutions shall be accepted.

SIGNATURE OF TENDERER WITH DATE AND OFFICIAL SEAL
(Name and Designation)

Duly authorized to sign the Tender on behalf of (Name & address of the Tenderer and Seal of the Company

APPENDIX C
Technical Capacity of the Tenderer

(To be submitted on the letterhead of the Tender) (Refer Clause5.1 (A) of the Tender Document)

Sl	Nature of	Place	Name,	Details of	Total	Details	Duration of	Amou

No	Service	of Service	Address & Telephone No: of the Client	Client (Central Govt./State Govt./Semi Govt./PSU /repu tedcompany)	Number of persons /users of the Services	of the Services Provided	Services Provided		nt of Contract (in Rs Lakhs)
							Start Date (Month/Year)	Completion Date (Month/ Year)	
Central Govt./State Govt./Semi Govt./PSU									
	[2019-20]								
	[2020-21]								
	[2021-22]								
Reputed Company									
	[2019-20]								
	[2020-21]								
	[2021-22]								

General Instructions:

1. The Service cited must comply with the eligibility criteria specified in Clause 5.1 (A) of the ITT.
2. Along with the above format and information, the Tenders for demonstrating the Technical Capacity as provided in Clause 5.1 (A) of the ITT is required to submit the supporting documentary proofs as provided at **Appendix I for above details**.
3. The list above is indicative only, tenderer may attach more documents a required to showcase its past performance.
4. The Tenderer is required to submit a Certificate from the Statutory Auditor for Technical Capacity of the Tenderer as provided in the format below:

Format for Certificate from Statutory Auditor for Technical Capacity of the Tenderer

(To be submitted on the Letterhead of the Statutory Auditor)

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s___[Name of the Tenderer], and certify that M/s _____ [Name of the Tenderer] has provided/undertaken the Service _____[name of the Service] at_____for_____[Name of the Client]. The said services was provided for the period from_____to_____for a total_____number of persons/users for Contract Price of Rs._ .

This certificate is being issued to be produced before [Name of the Client], for the [“Procurement of Housekeeping Services at_”].

Seal and Signature of the Statutory Auditorclearly indicating his/her membership number

Date : ___ Place:_____

Note:

- It may be noted that in the absence of any detail from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant service in evaluation of experience criteria. The statutory auditor should clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad

APPENDIX D
Financial Capacity of the Tenderer

(Refer to Clause5.1 (B) of the Tender Document) (To be submitted on the letterhead of the Tenderer)

(In Rs.)

Net worth Financial Year[2020-21]	**Turnover**			
	Financial Year	**Financial Year**	**Financial Year**	**Average Annual Turnover**

	[2021-22]	[2020-2021]	[2019-2020]	

Instructions:

1. The Tenderer should provide details of its own Financial Capacity duly certified by its Statutory Auditor.
2. The Net worth should be calculated in the following manner:

i. For Company = (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

ii. For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners.

iii. For Limited Liability Partnership Firm = = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners.

iv. For Sole Proprietorship Firm = Aggregate of Proprietors' capital account + Reserves - Aggregate of drawings by Proprietor - Aggregate of advances to Proprietor + Investments in Bank Deposits

+ Investments in Mutual Funds -(Loans and Advances taken on the Land and Building, Government and Non-Government Security and Bonds, listed Shares and other listed securities).

v. For a Society= (Subscribed and paid-up equity + Reserves) less (Revaluation reserves + Miscellaneous expenditure not written off + Accrued liabilities)

3. Annual Turnover = Annual Income as indicated in the audited annual financial statement

4. Year 1 will be the latest completed financial year, preceding the last date for submission of Tender. Year 2 shall be the year immediately preceding Year 1 and so on. In case the last date for submission of Tenders falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Tender and furnish all its information and certification with reference to the five years preceding its latest financial year.

5. Along with the above format and information, the Tenderers for demonstrating the Financial Capacity as provided in Clause 5 (B) of the ITT should furnish the supporting documentary proofsalong with the Certificate from Statutory Auditor for Financial Capacity of the Tendererin the following format.

Format for Certificate from Statutory Auditor for Financial Capacity of the Tenderer

(To be submitted on the Letterhead of the Statutory Auditor)

We have verified the relevant statutory and other records of M/s [Name of the Tenderer], and
certify that the Net worth as at the close of the preceding financial year and the Average Annual Turnover for the last three completed financial Year is as follows:

(Rs.)

Net worth	**Turnover**(Rs._____)			
	Financial Year	**Financial**	**Financial**	**Average**

Financial Year[2020-21]	[2021-2022]	Year [2020-2021]	Year[2019-2020]	Annual Turnover

This certificate is being issued to be produced before [Name of the Client], for the ["Procurement of HousekeepingServices at_____"].

Place: Date

Signature and Seal of
The Statutory Auditor clearly indicating his/her membership number

APPENDIX E
Statement of Legal Capacity

(To be provided on the letterhead of the Tenderer)

Ref. Date:

To,

Phone: +91 _____Fax: +91 _____ E-mail: _____

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Tender Document.

We have agreed that……(Insert individual's name) will act as our representative/ on its behalf* and has been duly authorized to submit the Tender Document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you, Yours faithfully,
Signature, Name and Designation of the Authorised Signatory For and on behalf of_____

*Please strike out whichever is not applicable.

APPENDIX F
Power of Attorney for Signing of Tender

(To be submitted on 200 rupees Non-Judicial Stamp Paper)

Know all men by these presents, We,_____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of
_____and presently residing at_____,
who is [presently employed with us and holding the position of____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our "Tender for Procurement of Housekeeping Services at ", proposed by the [Name of the Client](the "Client") including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Tenderer's and other conferences and providing information/responses to the Client, representing us in all matters before the Client, signing and execution of all

contracts including the Contract and undertakings consequent to acceptance of our Tender, and generally dealing with the Client in all matters in connection with or relating to or arising out of our Tender for the said Service and/or upon award thereof to us and/or till the entering into the Contract with the Client.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,_____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS__DAY OF_____, 20**.

For_____ (Signature) (Name, Title and Address)
Witnesses:Accepted [Notarised] (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

APPENDIX G
CATEGORY OF HOUSEKEEPING DEPLOYMENT REQUIREMENTS

(To be filled by the Client before uploading the Tender Document)

A Category of House Keeping Personnel

Sl. No.	Category of Housekeeping Required	No of Housekeeping Requirement	Minimum Educational Qualifications	Experience	Role and Responsibility
1.	Facility Manager	1	Any Degree	3 years	Management
2.	Supervisor	1	10+2	3 years	Supervision
3.	Assistant Supervisor	2	10+2	1 year	Assist Supervisors
4.	Fire Officer	1	Any Degree +	3 years	Fire fighting

			Cerification of training from Fire Dept.		operation management
5.	Janitors / Sweepers/ Lift Operators / Carpenter / Plumber / Electrician / Gardener	64	NA	NA	As per trade

B Category of Consumables and hand tools

Sl. No.	Category of consumables and Hand Tools Required	Unit	Minimum Monthly Estimated Quantity
1	Steel wool	No	40
2	Harpic or equivalent	Ltr	60
3	Phenyl	Ltr	80
4	Soap Solution	Ltr	80
5	Acid	Ltr	40
6	Napthalene Balls	Kgs	4
7	Urinal Cake	No.s	200
8	Mop sticks	No.s	60
9	Brooms	No.s	80
10	Toilet Brush	No.s	40
11	Hand Gloves	No.s	80
12	Big Squeezer	No.s	20
13	Wiper	No.s	4
14	Room Freshners	No.s	40

C Category of Tools and Equipment

Sl. No.	Category of tools and equipment Required	Unit	Minimum Monthly Estimated Quantity
1	Scrubbing Machine	No.s	2
2	Vaccum cleaner	No.s	2
3	Carpenter’s tools	No.s	1
4	Electrician’s Tools	No.s	1
5	Plumber’s Tools	No.s	1

D Preventive and Break Down Maintenance works.

Sl. No.	Category of preventive and breakdown maintenance works	Unit	Total Unit(Annual)
	As per the requirement of the Department the preventive measures such as water supply leakages to be arrested & cleaning of the blockages to be taken up as directed		

Note: The above table is required to be filled by the Client before issuance of the Tender Documents

APPENDIX H
SAMPLE FORMAT FOR FINANCIAL TENDER

1. The Tenderer is required to submit the financial tender in terms of Service Fee as lump sum per person per month for the whole services as described in Clause 1 of the ITT in the slot provided on the Karnataka Public Procurement Portal). The breakup of the total Service Fee shall be provided considering the following table in the slot of Karnataka Public Procurement Portal (as detailed in 11.1 B).

Total No of housekeeping / Personnel's required (All categories of housekeeping/personnel's required)	**Service Fee as lump sum per Housekeeping/ personnel per month**	**Contract Period (in Months)**	**Total Service Fee as lump sum for Contract Period (1*2*3)**	**GST**		**Total Contract Price/ Service Fee**
				%	**Amount**	
1	**2**	**3**	**4**	**5**		**6**
				(at applicable rates)		(Client to fill while entering

				Client to fill while entering into the Contract)		into the Contract)

Note:

1. GST shall be paid at the applicable rates.
2. If there is any variation (increase /decrease) in the rates of GST during the Contract Period, same will be considered while making the payments.
3. For the purpose of evaluation the total cost of service fee as quoted in column (4) will be considered.

4. The Service Fee quoted by the Tenderer shall be inclusive of all levies, taxes, duties, overheads and incidental services for the whole services as described in Clause 1 of the ITT excluding GST.

5. The Service Fee shall be final and fixed for the entire Contract Period including extension, if any, and shall not be subjected to adjustment or any revision whatsoever except any statutory variation in GST.

6. The Service Fee has to be quoted rounding off to nearest two decimal places only so as to match the total amount or closest to the total amount.

5. Submission of “Nil” Service Fee, Negative Fee/ shall be rejected as non-responsive.

6. Before submission of the Financial Tenders, the Tenderer should ensure that the Service Fee quoted is correct and final. Any grievances at the later stage giving the reasons of typographical error etc will not be entertained.

7. The Service fee quoted on the Karnataka Public Procurement Portal shall be final and the Client shall evaluate the Tenders accordingly.

8. The Service Fee quoted by the Tenderer shall be inclusive of all taxes, duties, overheads and incidental services for the whole services as described in Clause 1 of the ITT excluding GST.

9. An indicative cost of consumables, hand tools, machine tools and equipment, preventative and Breakdown maintenance Works is provided in the table below. We agree that the list is only indicative and will NOT be used for Financial Tender evaluation purpose.

S. No.	**Details**	**Units**	**Total Cost (in Rs)**
(I)	Cost of Consumables	Lumpsum	
(II)	Cost of Hand Tools		

(III)	Cost of machine tools and equipment		
(IV)	Cost towards preventative maintenance Works	-	
	Total Cost		

10. The claim for consumables, hire charges will be paid after verifying the utilization of consumables and deployment of machineries for hire charges.

11. For the claim of preventive and breakdown maintenance will be paid on the basis of authorisation of preventive and breakdown maintenance items.

APPENDIX I
CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER ALONG WITH THE TENDER

(Refer Clause 5.1 (A) and 5.1 (B) of the Tender Document)

Sl No	Reference Clause	Heading	Documentary Proofs	Submitted YES/NO
1.	4.1 (a)	Statement of not been debarred	Furnish a self-declared Certificate to this effect in their letter head	
2.	4.2	Undertaking	Undertaking Regarding Restrictions on Procurement from A Bidder of a Country Which Shares a Land Border with India as per Appendix J	
3.	4.3 (i)	Legal Status of the Tenderer	i. A **proprietorship firm** should furnish self- declaration or self-certificate supported by PAN in the proprietor name, PAN and IT returns for the last 3 (three) financial years preceding last date for submission of Tenders. ii. A **company** should furnish copy of the certificate of incorporation and	

			memorandum of association, PAN and IT returns for the last 3 (three) financial years preceding the last date for submission of Tenders. iii. A **partnership firm** or a limited liability partnership firm should submit copy of registration certificate, PAN and IT returns for the last 3 (three) financial years preceding the last date for submission of Tenders. iv. A **registered society** should furnish a copy of PAN and the IT returns for the last 3 (three) financial years preceding the last date for submission of Tenders and registration certificate as a proof of identity.	
4.	4.3 (iii)	Details of Registered/ Branch Office of the Tenderer in Karnataka	Furnish a copy of a valid address viz., rental/lease agreement, telephone bills or any other documentary proof to substantiate the same.	
5.	4.3 (iii)	If office of the Tenderer is incorporated outside Karnataka,	Furnish a copy of necessary permission/license to operate in Karnataka from the concerned authority	
6.	4.3 (iv)	Providing similar business	Furnish a copy of Certificate of Incorporation as documentary proof to substantiate the same.	
7.	4.3 (v)	Details of Registration	Furnish a copy of the following valid registration certificate issued by the concerned authority	
			a. Registration with the Department of Labour. b. Registration under Employees' Provident Funds and Miscellaneous Provident Act, 1952. c. Registration under Employees State Insurance Act, 1948. d. Registration under GST Registration. e. Registration under Professional Tax. Registration under the Shops and Commercial Establishments Act.	
8.	4.3 (vi)	Valid license issued by the Labour	Furnish a self-attested copy of valid license	

		Department under Contract Labour (Regulation & Abolition) Act, 1970		
9.	4.3 (vii)	Valid license issued by the competent authority underPrivate Securities Agencies (Regulation) Act, 2005 and Karnataka Private Security Agencies Rules, 2008	Furnish a self-attested copy of valid license issued by the concerned authority	
10.	4.3 (viii)	No outstanding statutory payments	Furnish a Self-declared Certificate in their letter head to substantiate the same.	
11.	5.1 (A) (I)	Technical Capacity Demonstration	Furnish a copy of the following documents a) Certificate from the Client for satisfactory performance and b) Certificate from a Statutory Auditor in the format provided at Appendix C It is instructed that copy of work order/ Agreement or any other documentary proof shall not be considered as documentary proof for the purpose of evaluation.	
12.	5.1 (A) (II)	Capacity of Manpower/Personnel Demonstration	Furnish a self-declared certificate in the letter head to substantiate the same.	
13.	5.1 (B)	Financial Capacity Demonstration	Furnish a copy of the following documents a) Audited balance sheets, financial statements for the financial year immediately preceding the last date for submission of Tenders In case the annual accounts for the latest financial year [i.e] are not audited and the Tenderer could not make it available, the Tenderer shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the	
			Tenderer may provide the unaudited	

			Annual Accounts (with Schedules) for the latest financial year [i.e]. In any case, the Audited Annual Financial Statements for the year preceding the latest financial year would have to be provided, failing which the Tender will be rejected as non- responsive b) Annual Audited Reports for 3 (three) years preceding the last date for submission of Tenders. The financial statements shall: i. reflect the financial situation of the Tenderer; ii. be audited by a Statutory Auditor; iii. be complete, including all notes to the financial statements; and iv. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). c) Statutory Auditor's certificate specifying the net worth of the Tenderer and also specifying the methodology adopted for calculating such net worth in the format provided at Appendix D.	
14.	5.1 B	Credit Facility	Certificate of Credit facility from the Banker	
15.	13	EMD	Only through e-portal	
16.	15.4	Power of Attorney	Power of Attorney certified by the Authorised signatory signing the Tender Submission in the format provided at Appendix F.	

APPENDIX J
FORMAT FOR UNDERTAKING REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

(To be submitted on the letterhead of the Tenderer)

[*Date*]

FROM: (Name of Entity) TO: (Name and Address of the Client)

Dear Sir:

Subject: **Undertaking Regarding Restrictions on Procurement from A Bidder/Tendererof a Country Which Shares a Land Border with India**

I have read the clause regarding restrictions on procurement from a bidder/Tenderer of a country, which shares a land border with India. I certify that this bidder/Tenderer is not from such a country or, if from such a country, has been registered with the Competent Authority.I certify that this bidder/Tenderer is from_____country.I hereby certify that this bidder/Tenderer fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorized Signature:
Name and Title of Signatory:
Name of the Tenderer:

Appendix K
Deleted

APPENDIX L
INSTRUCTIONS ON E-TENDERING

1. The Tendering process for this Tender Document will be completed online through the Karnataka Public Procurement Portal.

2. The Tender document can be downloaded free of cost from the Karnataka Public Procurement Portal.

3. The Tenderer must register with his/her Digital Signature Certificate (DSC) in the Karnataka Public Procurement Portal and subsequently he/she will be allowed to carry out his/her Tender submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Tenderer should first log on to the Karnataka Public Procurement Portal using the User Login option on the home page with the Login Id and Password with which he/ she has registered.

4. For successful registration of DSC on Karnataka Public Procurement Portal https://eproc.karnataka.gov.inthe Tenderer must ensure that he/she possesses Class2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website https://eproc.karnataka.gov.inis presently accepting DSCs issued by these authorities only. The Tenderer can obtain User Login Id and perform DSC registration exercise even before e-Tender submission date starts.

5. The Tenderer shall be required to use his/her own Digital Signature while uploading Tender. The Tenderer shall be required to upload the Tender using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Tender.

6. Tenders must be submitted to the Clientthrough Karnataka Public Procurement

Portal by the last date and time for submission of Tenders[75] . Two Tender Document System[76]procedure shall be followed, wherein the Tenderers are required to submit Technical Tender and Financial Tender. The First electronic document i.e Technical Tender, will be opened first and the Second electronic document i.e the Financial Tender, will be opened only if the Technical Tender submitted by the Tenderer is found to be qualified in accordance with the terms of this Tender Document.

7. The Tenderers must upload all the required documents electronically in the Karnataka public procurement portal in the prescribed format except for the Financial Tender Submission (Financial Tender/Contract Price) in the prescribed format only on the Karnataka Public Procurement Portal.

8. It is suggested that the Files to be uploaded should be made in grey scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the Karnataka Public Procurement Portal https://eproc.karnataka.gov.in. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 70 MB size.

9. Along with the Tenders, the stipulated Tender processing fee as stipulated in the portal and the EMD of Rs. 2,15,000/ must be submitted must as mentioned in Karnataka Public Procurement Portal.

10. Any queries relating to the process of online Tender submission or queries relating to the Karnataka Public Procurement Portal in general may obtained from 24x7 KPPP Helpdesk.

11. Regarding submission, the server time (which is displayed on the Tenderers dashboard) will be considered as the standard time for referencing the deadlines for submission of the Tenders by the Tenderer, opening of Tenders etc. The Tenderers should follow this time during Tender submission.

12. Upon the successful and timely submission of Tenders (ie after Clicking “Freeze Tender Submission” in the portal), the Karnataka Public Procurement Portal will give a successful Tender submission message & a Tender summary will be displayed with Tender no. and the date & time of submission of the Tender with all other relevant details.

13. The Tender summary has to be printed and kept as an acknowledgement of the submission of the Tender. This acknowledgement may be used as an entry pass for the Technical Tender opening meetings.

14. All the documents being submitted by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Tender opening. The confidentiality of the tenders is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Tender Document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected

to asymmetric encryption using buyers/tenders openers' public keys. Overall, the uploaded Tender Documents become readable only after the Tender Opening by the authorized Tender openers.

15. At any time after the uploading of the Tender Documents and prior to the deadline for submission of Tenders, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may make any modifications or amendments to the Tender Documents. Such modifications or amendments shall be notified on the Karnataka Public Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Clientshall form part of the original Tender Document. The Clientresponse to any queries of the Tenderers post pre-bidmeeting will be communicated through Karnataka Public Procurement Portal.

16. The Tenderer must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the Karnataka Public Procurement Portal.

17. The Tenderer shall settle clarifications and disputes if any, regarding the Karnataka Public Procurement Portal directly with Karnataka Public Procurement Portal helpdesk. In case of conflict between provisions of the Karnataka Public Procurement Portal with the Tender Document, provisions of the Karnataka Public Procurement Portal shall prevail.

18. The Tenderer shall be responsible to see the Karnataka Public Procurement Portal till last date of submission of Tender for any clarification/amendment which shall be part of the Tender Document

APPENDIX M

Declaration

(To be typed on the Tenderers Letter Head, duly signed & stamped)

NAME OF SERVICE: **PROCUREMENT OF HOUSEKEEPING SERVICES AT []**

DECLARATION

I/We_____do hereby confirm/agree the following points with ref to the above Housekeeping Services, if the Letter of Intent is provided to us.

1. I/ We do hereby confirm/ agree that we will pay (i) the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the agreed rates in the Financial Tender and the Karnataka Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time.

2. ESI, PF (both Employer and Employee contributions) amounts will be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans shall be produced along with our invoices for all the respective persons engaged in the above contract.

3. The rates quoted in the Financial Tender and as shown on Appendix E of the Contract will remain fixed/firm throughout the entire Contract period and no extra payment against the Service See shall be claimed from the Client under any circumstances from our end.

4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel to their respective accounts. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary. The relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Client every month for processing our invoices for payment.

5. We will pay the previous month salary in full to the personnel deployed under the Contract along with the statutory payments before 7th of every month and will not adjust any advance/ loan /training cost / accommodation cost / repayment due by the personnel deployed under the Contract to us.

6. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages, ESI and PF (both Employee and Employer contributions) for every month, the Client hasthe right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Performance Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, the Client may recover the said amounts through other running contracts.

7. We, the Contractor shall not be entitled to claim any amounts towards cost of idle manpower/personnel.

8. We, the Contractor shall submit proper invoice to the Client on monthly basis before 10th of every month after disbursement of the previous month salary/wages and remittance of ESI, PF (both Employer and Employee contributions) amounts to all the personnel's engaged in the contract.

9. The Remuneration shall be reimbursed by the Client on production of proof of payment to the concerned personnel and statutory payments (ESI,EPF,PT) to the Government, after exercising all due checks as per the terms and conditions of the Contract.

10. I/We the Contractor shall while claiming reimbursement of duties, taxes etc.(like GST) from the Client, as and if permitted under the contract, also agree and confirm that in case we get any refund out of such taxes and duties from the concerned authorities at a later date, We shall refund to the Client, the Client's share out of such refund received by us. We shall also refund the appropriate amount to the Client immediately on receiving the same from the concerned authorities.

11. I/We agree and confirm that the costs indicated towards administrative and supervision charges for undertaking periodicalpreventive and breakdown maintenance works is only indicative in nature in our Financial Tender and shall not be considered for the purpose of evaluation of Financial Tender. We shall take approval from the Clientof cost of each such work before commencing of work.

12. I /We agree and confirm that the cost of hire charges of machine, tools and equipment as per the prevailing market prices as provided in our Financial Tender is only indicative in nature and the same shall not be considered by the Client for the purpose of evaluation of Financial Tender. The Client will independently assess the actual requirements and determine the list of tools, equipment, quantities and their hire charges. Like the consumables, first option will be given to us to buy and use the tools and equipment and reimburse the hire charges. However, if We do not do it properly or charge higher hire charges, the Client has the right to buy and supply them at their own cost. In such an event, no hire charges will be paid to us.

Yours Faithfully,

Date: Signature of the Authorised Signatory)
Place: Name and seal of Tenderer

APPENDIX N
Technical Scoring Criteria

(Refer Clause 23.2 and 23.3 of the Tender Document)

The minimum technical score required to qualify is: 70 marks out of 100 marks

Tenderers whose Tenders are found to be responsive as specified in clause 22 and have fulfilled the qualification criteria specified in Clause 5 shall be given marks in accordance with the parameters set out in the table below:

Sl No	Parameter	Evaluation Criteria	Maximum Marks
1	**No of Years of Experience** Tenderer should have been in the business of providing housekeeping services for at least [3 (three)] financial years preceding the last date for submission of Tenders.	• At least 3 (three) years in the business of housekeeping services = 10 marks • More than 3 years in the business of Housekeeping services = 5 marks for each additional 2 years subject to the maximum of 10 marks	20 marks
2	**Total number of personnel deployed for any Central/State Govt./Semi Govt** Preceding 3 years from the last date for submission of Tendersshould have successfully deployed personnelfor any Central/State Govt./Semi Govt such that the total/combined personnel deployed are not less than 56 persons/users.	• Deployed at least 56 persons/users = 10 marks. • Deployed more than 56 persons/users = 5 marks each such additional 7 persons/users subject to the maximum of 10 marks	20 marks
3	**Total number of Personnel deployed for any reputed Company** Preceding3 years from the last date for submission of Tenders should have successfully deployed personnel for any reputed company established under the	• Deployed at least 56 persons/users = 5 marks. • Deployed more than 56 persons/users = 2.5 marks each such additional 7 persons/users subject to the maximum of 5 marks	10 marks

	the total/combined personnel deployed are not less than 56 persons/users.		
4	**Total Annual Turnover in the Business of Housekeeping Services.** The Tenderer should have minimum Average Annual Turnover of Rs. 282.00 Lakhs from the last three completed financial Years preceding the last date for submission of Tenders (i.e. Financial Year 2021-22, 2020-21 and 2019-2020]	• at least Average Annual Turnover of Rs. 282.00 Lakhs = 10 marks. • more than Average Annual Turnover of Rs. 282.00 Lakhs marks each additional Annual Turnover of Rs. 494.00 Lakhs subject to the maximum of 10 marks	20
5	**Total Credit Facility** Tenderer should have credit facility of not less than Rs.42.30 Lakhs of credit line or letters of credit from the banks meeting the fund requirement	Have received atleast Rs. 42.30 Lakhs (cash flow) payment for three months= 10 marks. Have received more than Rs. as cash flow payment for three months = 5 marks for each additional (cash flow) payment of Rs. 10.00 Lakhs received for three months subject to the maximum of 10 marks	20
6	**Training and Demonstration ofWork Plan**	Training Plan – 5 marks Demonstration of work plan – 5 marks	10
		Total	**100**

APPENDIX O - Description of the Training and Work Plan

(Refer Appendix N of the **RFP** Document) The proposed training and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Tenderer shall clearly state its understanding of the TOR and also highlight its important aspects. The Tenderer may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Training and Work Plan (not more than three pages)

The Tenderer will submit its training plan for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Tenderer will submit a brief write up on its proposed team and the proposed manpower deployment plan.

Note:

1. Marks will be deducted for writing lengthy and out of context responses

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

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1. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the____day of the month of
_____, 20_, between, on the one hand, The Governor of Karnataka through

_____(hereinafter
called the "**Client**") and, on the other hand, (hereinafter called the "Contractor").

WHEREAS

a. the Client has invited the Contractor to provide Housekeepingservices as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

b. the Contractor, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed **to provide the Services on the terms and conditions set forth in this Contract for a total Contract Price of Rs. Appendix E (hereinafter called as the "Contract**
forth in this Contract for a total Contract Price of Rs.____ (Rupees Only) as set out in Appendix E (hereinafter called as the "Contract Price");**.**
Appendix E (hereinafter called as the "Contract Price");.

NOW THEREFORE the parties hereto hereby agree as follows:
/- (Rupees_Only) as set out in

1. The following documents attached hereto shall be deemed to form and be read and construed an integral part of this Contract:

a. The General Conditions of Contract (hereinafter called "GCC");
b. The Special Conditions of contract (hereinafter called "SCC");
c. The following Appendices:

Appendix A:	Schedule of Requirements
Appendix B:	Reporting Requirements
Appendix C:	Working Hours, Leave Benefits
Appendix D:	Services and Facilities to be provided by the Client
Appendix E:	Breakdown of Contract Price
Appendix F:	Form of Guarantee for PerformanceSecurity Deposit/E-Bank Guarantee
Appendix G:	Notification of Award and Letter of Acceptance
Appendix H:	Any modification, addendum, pre-bid meeting proceedings

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Contractor shall be as set forth in the Contract, in particular:
   a. The Contractor shall carry out the Services in accordance with the provisions of the Contract; and
   b. the Client shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [BMTC]

(Signature and Designation of the Authorized Representative of the Client)
By

FOR

By (Signature and Designation of the Authorized Representative of the Contractor)

2. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

Definitions

Unless the context otherwise requires, the following terms wherever used in this Contract have the following interpretation as specified:

(a) "**Applicable Law**" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "**Contract**" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "**Contract Price**" means the price to be paid for the full and proper performance of the Services, in accordance with Clause 6.2;

(d) "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1

(e) "**GCC**" means these General Conditions of Contract;

(f) "**Government**" means the Government of Karnataka State;

(g) "**Local currency**" means Indian Rupees or INR;

(h) "**Party**" means the Client or the Contractor, as the case may be, and Parties means both of them;

(i) "**Personnel**" means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof;

(j) "**Performance Security**" (includes the terms 'Security Deposit' or 'Performance Bond 'or 'Performance Bank Guarantee' or "E-Bank Guarantee" or other specified financial instruments in specific contexts, means a monetary guarantee to be furnished by the successful Tenderer or Contractor in the form prescribed for the due performance of the contract;

(k) "**SCC**" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented[90];

(l) "**Services**" means the services to be provided by the Contractor in pursuant to this Contract as described in Appendix A;

(m) "**Site**" means the place of Service mentioned in the SCC;

(n) "**State**" means the State of Karnataka and

(o) "**Third party**" means any person or entity other than the Government, the Client and the Contractor.

Application

These General Conditions shall apply to the extent they are not superseded by provisions in other parts of the Contract.

Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation or correspondences pertaining to this Contract.

Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or email to such Party at the address specified in the SCC.

A notice shall be effective when delivered or emailed as set out in SCC.

Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client shall inform.

Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Contractor may be taken or executed by the officials specified in the SCC.

Taxes and Duties

The Contractor and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC.

Commencement of Services

The Contractor shall begin carrying out the Services within seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.

Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, shall only be made by written agreement between the Parties.

Force Majeure

Definition

For the purposes of this Context the circumstances. Such events may include but not limited to acts of the Client either in its sovereign or agreement capacity, war, hostilities, acts of the public enemy,sabotage, riots, civil disorder, earthquake, floods, fire, explosion, storm, revolution, epidemic, quarantine restrictions and freight embargoes or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

Suspension

The Client may by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fail to perform any of their obligations under this contract, including the carrying out of the Services,

provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding thirty
(30) days after receipt by the Contractor of such notice of suspension.

Termination

By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (f) duly mentioning the date of effect of termination:

a. if the Contractor do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
b. if the Contractor (or any of their Members) become insolvent or bankrupt;
c. if the Contractor, is debarred under the KTPP Act and the Rules thereunder for corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity, and includes collusive practice among Tenderers either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

d. if, as the result of Force Majeure, the Contractorare unable to perform a material portion of the Services for a period of not less than ninety (90) days; or
e. If the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
f. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
g. if the Contractor fails to make the payments as per the agreed rates within the specified timelinesto the personnel's deployed under this contract.

By the Contractor

The Contractor may terminate this Contract, by giving not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

a. if the Client fails to pay any monies due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment

is overdue

b. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Client of the Contractors' notice specifying such breach;

c. if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than ninety(90) days.

Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GCC 2.7, or upon expiration of this Contract pursuant to Clause GCC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

i. such rights and obligations as may have accrued on the date of termination or expiration;

ii. the obligation of confidentiality set forth in Clause GCC 3.3 hereof;

iii. any right which a Party may have under the Applicable Laws of India.

Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.7.1 or GCC 2.7.2 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Client, the Contractor shall proceed as provided, respectively, by Clauses GCC 3.7 and GCC 3.8.

Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Contractor:

a. remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

b. in the case of termination pursuant to paragraphs (e) and (f) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) to (c) of Clause GCC 2.7.1 or in Clause GCC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GCC8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Contractors and the Client

General Obligations of the Contractor

a. The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

b. Licenses/permits/ approvals if any required for providing Services will be procured by the Contractorand kept valid.

c. The Contractor shall deploy one personnel along with login id and password to assist the Client in online verification of the payment done towards statutory payments like ESI, EPF etc made to the concerned statutory authorities.Immediately on receipt of Work Order/Letter of Award, the Contractor should furnish the list of names of workers/ personnel deployed under the Contract s, supervisors with the Bio-data along with photo of all persons to be deployed under this Contract to the Client with proper certification that they are satisfied with their bonafides and their necessary verification has been done from proper authorities.

d. The Tenderer/Contractor shall get the UAN number for all the personnel deployed under the Contract within 90 days from the deployment of such personnels in respect of EPF

e. The Contractor shall issue the ESI cards to all the deployed personnel under this Contract within 90 days from their deployment.

f. The Contractor must proactively keep the Client informed of any changes in its constitution/financial stakes/responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitutions during the execution of the contract:

i. A new partner shall not be introduced in the firm except with the previous consent in writing of the Client, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking

ii. On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Client may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.

iii. If the contract is not terminated as provided in Sub-clause(ii) above notwithstanding the retirement of a partner from the firm, that partner shall continue to liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Client in writing or electronically.

Conflict of Interests

Contractor Not to Benefit from Commissions, Discounts, etc.

The payments to the Cointractor in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the

Personnel’s/staffs, and agents of either of them, similarly shall not receive any such additional remuneration.

Procurement Rules of Funding Agencies

If the Contractor, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Contractor shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the Client.

Contractor and Affiliates Not to engage in certain Activities

The Contractor agree that, for any assignment resulting from or closely related to the Services.

Prohibition of Conflicting Activities

Neither the Contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
b. after the termination of this Contract, such other activities as may be specified in the SCC.

Confidentiality

The Contractor, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Assignment, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

Insurance to Be Taken out by the Contractor

The Contractor (a) shall take out and maintain, and shall cause to take out and maintain, at their (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC or any applicable law including Labour Laws; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

Accounting, Inspection and Auditing

The Contractor shall keep record of all cost, and the bases thereof (including such bases as may be specifically referred to in the SCC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

Reporting Obligations

The Contractor shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix B.

Documents Prepared by the Contractor to Be the Property of the Client

All plans, reports and other documents and software submitted by the Contractor in accordance with Clause 3.6 shall become and remain the property of the Client, and the Contractor shall, upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC

Equipment and Materials Furnished by the Client

Equipment and materials made available to the Contractor by the Client no hire charges will be paid. If equipment's and materialsbrought and usedby the Contractor hire charges will be paidby the Client which shall be marked accordingly and maintained properly.

4. Contractors' Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and other requirement relating to the Contractors' Personnel required to be deployed by the Contractorfor carrying out of the Services are described in Appendix A.

4.2 **W** orking Hours, Overtime, Leave, etc.

a. Working hours and holidays for Contractor's Personnel are set forth in Appendix C.

b. The Contractor's Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Contractor'sService Feeshall be deemed to cover these items. Any taking of leave by Personnel shall be subject to the prior approval by the Contractor who shall ensure that absence for leave purposes will not affect the continuity of Services

Relation between the Parties and the Personnel

a. Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Contractor.The Contractor's status shall be that of an independent contractor and primary employer if personnel deployed during the Contract by him or his sub-contractors or other associates. The Contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the procuring organisation or Procuring Entity/Client or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract. The Contractor shall, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

b. The Personnel provided by the Contractor shall not claim any benefit/compensation/absorption/ regularization of service from the Client under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act 1970.

Indemnity

a. The Contractor has to indemnify the Client, against all claims, damages or compensation by Personnel under the provisions of Labour laws in force from time to time including Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workman Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Bonus Act; Contract Labour (R & A) Act 1970, Karnataka Shops and Establishments Act or any modification thereof or any other law pertaining to Social Security benefits such as ESI Act & P.F. Act, Bonus Act etc. The Client will not own any responsibility in this regard. The Contractor will be liable for any consequences resulting from violation of any such rule / provision

5. Obligations of the Client

Assistance and Exemptions

a. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

b. assist the Contractor and the Personnel employed by the Contractor for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

c. provide to the Contractor and Personnel any such other assistance as may be specified in the SCC.

Services and Facilities

The Client shall make available to the Contractor and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Contractor as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof at the cost determined by the Client.

General Obligations

The Client shall grant in a timely manner all such approvals, permissions and authorizations which the Contractor may require or is obliged to seek from Client under this Contract, in connection with provision of Services and the performance of its obligations. Provided where authorization for availment of utilities such as power, water, sewerage, telecommunications or any other incidental services/utilities is required, the same shall be provided by the Client, within a reasonable time from receipt of request from the Contractor to make available such authorization.

The Client shall make timely payment to the account of the Contractor and on monthly basis in the manner stated in the SCC.

The Client shall provide equal pay for equal work for all the genders.

The Client may require the Contractor to attend a review meeting, wherein a review of Services could be done. The responsibility of the Parties for actions to be taken is to be decided by the Client either at the review meeting or after the review meeting and communicating in writing to the Contractor.

The Client shall mandatorily provide the maternity leave or any other leave benefits eligible as per applicable law to the personnel deployed by the Contractor. However, payments towards any maternity leave benefits and other leave benefits shall be borne by the Contractor.

The Client shall provide the requisite leaves to the personneldeployed by the Contractor as per the applicable laws.

4. Payment to the Contractor:

Lump Sum Remuneration

The Contractor’s total payment shall not exceed the Contract Price and shall be a fixed lump sum including all towards personnel deployment, travel, accommodation, and the like, and all other costs incurred by the Contractor in carrying out the Services described in Appendix A. Except as provided in Clause 5.2 and subject to modification in the minimum wages under the Applicable Law, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4 but not the rate of Service Fee.

Contract Price

The Contract price is set forth in the SCC.

Payment for Additional Services

For the purpose of determining the payment for additional services as may be agreed under Clause 2.4, a breakdown of the ContractPrice shall be as provided in Appendix E

Terms and Conditions of Payment

Payments will be made to the Client specifying the amount due.If any amount is due and payable by the Contractorto the Client, the Client shall be entitled to recover any amount due under this Agreement as arrears of land revenue.

Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the last date stated in the SCC, interest shall be paid to the Contractor for each day of delay at the rate stated in the SCC.

5. Performance Security Deposit

The Contractor has furnished to the Client a performance security deposit in the form of Bank Guarantee or E-Bank Guarantee for an amount stated in the SCC provided in Appendix F of this Contract and valid till the end of 3 (three) months after the expiry of this Contract. The performance security deposit may be appropriated against breach of this Contract or for recovery of penalty as specified in Clause 9 below. The balance remaining out of the Bank Guarantee shall be returned without interest to the Contractor at the end of 3 (three) months after the expiry of this Contract thereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Bank Guarantee, the Client may make deductions from any subsequent payments due and payable to the Contractor hereunder, as if it is appropriating the Bank Guarantee in accordance with the provisions of this Contract. If the Bank Guarantee//E-Bank Guarantee is not kept valid as required during the Contract Period, theClient shall have theright to withhold any due payment to the Contractor till the Bank Guarantee/E-Bank Guarantee is refurbished with the required amount.

6. Settlement of Disputes

Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes excluding the excepted matters specified in the SCC arising out of or in connection with this Contract or its interpretation.

Dispute Settlement

a. Any dispute between the Parties as to matters arising pursuant to this Contract excluding the excepted matters stated in clause 8.1 above that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.
b. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Arbitration.

c. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

7. Penalties for breach of Contract

There shall be two kinds of penalties that shall be levied under this Contract as set out in the SCC. One is for the omissions and commissions of the personneland the second for breach of contract terms by the Contractor. Both the penalties are recoverable from the payments due to the Contractor.

The Client will keep an account of the penalties levied and recommend the same for recovery from the monthly bills. The Contractor is entitled to recover the penalties attributable to their employees from their monthly wages.

8. Closure of Contract

No claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the Contractor shall submit a 'No-claim certificate' to the Client requesting the release of its contractual securities, if any. The Client shall release the contractual securities without any interest if no outstanding obligation, asset or payments are due from the Contractor. The Contractor shall not be entitled to make any claim whatsoever against the Client under or arising out of this Contract, nor shall the Client entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Client. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

Closure of Contract

The Contract shall stand closed upon:

1) Successful performance of all obligation by both parties, including completion of defect liability obligations and final payment.
2) Termination and settlements after that, if any, as per clause 2.7.1 and 2.7.5 above.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Supplements to, Clauses in the General
GCC Clause * Conditions of Contract
(To be got approved by Tender Accepting Authority)

The following SCC are supplement to the GCC and whenever there is a conflict, the provision herein shall prevail over those in the GCC. The corresponding number of GCC is given in the bracket.

[1.1 (l)] Place of Service is ___

[1.5.1] The addresses are:

Client _____
Address _____
Telex _____
E-mail _____
Contractor _____
Address _____
E-mail :

[Note[91]: Fill in the blanksbefore entering into Contract] [1.5.2] Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

[1.7]The Authorized Representatives are:
For the Client : _____ For the Contractor : _____

*[Note: Fill in the blanks*before entering into Contract]

[1.8] The Contractor and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

GST payable for this Services is inclusive in the Contract Price

a. The Contractor shall be entirely responsible to pay for all taxes, duties, fees, levies etc., incurred until delivery of the services to the Client.
b. Payment of GST Tax under the contract:

i. The payment of GST and GST Cess to the Contractor shall be made only on the latter submitting a GST compliant bill/invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of Service shall be shown being made in the name, location/state, and GSTIN of the Contractor only; the location of the procurement office of the Client has no bearing on the invoicing.
ii. While claiming reimbursement of duties, taxes etc.(like GST) from the Client, as and if permitted under the contract, the Contractor also agree and confirm that in case he gets any refund out of such taxes and duties from the concerned authorities at a later date, the Contractor shall refund to the Client, the Client's share out of such refund received by the Contractor. The Contractor shall also refund the appropriate amount to the Client immediately on receiving the same from the concerned authorities.
iii. The Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only the net balance payment due.
iv. GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:

- The Client shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
- However, the Client shall not be responsible for the contractor's tax payment or duty under misapprehension of the law.
- In case of profiteering by the contractor relating to GST tax, the Client shall treat it as a violation of the code of integrity in the contract and avail any or all punitive actions thereunder, in addition of recovery and action by the GST authorities under the Act.

[2.1] The date on which this Contract shall come into effect is:__[Fill the date of execution of this Contract].

[2.2] The time period for commencement of Service shall be 7 (seven)days [Note: Fill in 7 days or any other appropriate] or such other time period as the parties may agree in writing]

[2.3] The period for expiry of Contract shall be ……[Note: Fill in the period for which

contract is executed, e.g., twenty-four (24) months].

[3.2.4 a] The list of Conflicting activities that are prohibited are: [3.4] The risks and the coverages shall be:

1. Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Contractor or their Personnel or their Personnel, for the period of Consultancy;

2. Third Party liability insurance, with a minimum coverage for Rs for the period of
Consultancy[92];

3. Client's liability and workers' compensation insurance in respect of the Personnel of the Contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

4. Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

5. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Contractors' property used in the performance of the Services, and (iii) any documents prepared by the Contractor in the performance of the Services.

[*Note: Fill in the blanks and delete what is not applicable*] [3.5]

Accounting, Inspection and Auditing bases

[3.7] The Contractor shall not use these documents for purposes unrelated to thisContract without the prior written approval of the Client.

[5.1] Note: List here any changes or additions to Clause GCC3.1 If there are no such changes or additions, delete this Clause SCC5.1 from the SCC.

[6.2]The amount of Contract is Rs._____(Rupees_____Only) as quoted in the Financial Tender in the (Karnataka Public Procurement Portal and as provided in Appendix E.

[6.4] The Bank account details, branch and IFSC code of the Contractor is: _____

The procedure for making the payments to the Contractor by the Client is as set out below:

The Contractor based on themonthly attendance/bio metric details shall calculate the monthly Remunerations (net payable to the personnel deployed) under this Contract comprising minimum wages, ESI, EPF, charges towards uniform and other disposable, and other statutory charges, if any as quoted in the financial proposal and reproduced in Appendix E)and pay to the Personnel deployed before 7th of the succeeding month. The Bill forpayment of Contract

Price (which is comprise of reimbursable amount of Remuneration so paid by the Contractor to the Personnel and the applicable Service Fee) for the said previous month shall be submitted by the Contractor to the Client before 10th of the succeeding month along with the following supporting documents:

i. Statement of remuneration paid along with the play slip as set out in Appendix B(through transfer to their nationalised bank account) duly indicating the deductions towards employee's and employer's contribution of EPF and ESI, PT and TDS and net amount transferred to the Bank Account of the Personnel deployed;[93]

ii. Proof of having deposited the EPF & ESI contributions, Gratuity, etc. deducted from the remuneration of personnel deployed under the Contract for the previous month to the appropriate authorities (EPFO & ESIC).[94]

iii. Proof of having paid the Profession Tax deducted from the salary/remuneration/wages of personnel deployed under the Contract s for the previous month to the Profession Tax Department;

iv. The Service Fee payable to the Contractoras quoted in the financial proposal and reproduced as **Appendix E**.

b) The Client will verify the reimbursement claims made by the Contractor with regard to the Remuneration paid to the Personnel deployed and the Service Fee payable, and upon such verification shall reimburse the amount paid as Remuneration by the Contractor and shall make payment of the Service Feeapplicable in accordance with **Appendix E**.

c) Contractor shall not be eligible to get any advance payment in respect of the Remuneration payable to the Personnel and the same shall be only reimbursable in nature. Incomplete Bills and those not supported by documents stipulated in (a) above will be returned for compliance thereof by the Contractor. Under such circumstances, the Contractor shall be solely responsible for any delay. Any delay in payment of the Bills provided by the Contractor shall not be an excuse for making any delay in payment of Remuneration to the personnel deployed.

d) In case of increase in minimum wages under the Applicable Law, the Contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted. The revision will be limited to the Basic Wage Rates plus consequent revision in PF & ESI.

e) Penalties, overpayments and dues if any interest/amount receivable (if applicable) shall be recovered from the monthly bills. Contractor shall not have any objection on the same.

f) In the event of default by the Contractor in making payment of Remuneration to the Personnel deployed by the Contractor under this Contract and if a claim thereof is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Client may, failing

payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable/deductible from the Performance Security Deposit or any dues payable to the Contractor by the Client.

g) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by the Contractor to the Client within seven days. The Client shall be entitled to recover the amount from the Contractor by deduction from the outstanding payments payable either under the Contract or in any other Contract(s) or from the Performance Security Depositor from both. In case this amount is insufficient for such recoveries, Contractor shall make good the balance amount by actual payment. In addition, the Client may recover the said amounts through other running contracts..

[6.5] Payment shall be made as far as possible within 45(Forty Five) days of receipt of the Bill and the relevant documents specified in Clause 6.4, and within 60 (sixty) days in the case of the final payment.

The interest rate shall be the rate of interest on General Provident Fund 5% per annum for the delayed payment for more than 30 days after the submission of bills by the Contractor[95].

[7] Performance Security Deposit amount is Rs._____(Rupees_____Only). Either in the form of Bank Guarantee as provided in Appendix-F or E-Bank Guarantee or in the form of bankers cheque or Demand Draft drawn in favour of the Client.

[8.2]Disputes shall be settled by arbitration in accordance with the following provisions.

Arbitration

(i) Rules of Procedure

Any dispute or difference or claim arising out of or in connection with or relating to the present contract or breach, termination or invalidity submitted by a Party to arbitration shall be settled by a sole arbitrator.under the Arbitration and Conciliation Act, 1996 and the Arbitration & Centre Karnataka Rules, 2012 by appointing an arbitrator as per the Rules.

(ii) Place of Arbitration

The place of arbitration shall be [the place from where the contract is executed], the arbitration hearings, if required, may be held elsewhere.

(iii) Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the Provision of the Arbitration Act & Rules subject to the rights of the aggrieved parties to secure relief from any higher forum.

(iv) Performance during Dispute Resolution

Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Contract without prejudice to a final adjustment in accordance with such award.

(v) Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitral), and decisions of the Client, thereon shall be final and binding on the Contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Client has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2) Issues related to the pre-award tender process or conditions
3) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
4) Provisions incorporated in the contract, which are beyond the purview of the Client or are in pursuance of policies of Government, including but not limited to

i. Provisions regarding restrictions on Entities from Countries having land borders with India in terms of the Government's policies in this regard.
ii. Purchase preference policies regarding MSEs and Start-ups.

[9] Penalties

Penalties will be imposed on the Contractor for violation of terms and conditions of agreement as per the list given belowand the Client shall have the right to deduct the amount of penalty from the Contractor's bill.

Sl No	Details	Penalty
1.	The Contractor shall be responsible for all the omissions and commissions of all the personnel deployed under this Contract	a. Contractor shall be liable to compensate officers, staff or the department any loss due to theft/pilferage/damage to the articles, equipment, fixtures, furniture, trophies etc., caused due to negligence, carelessness or any fault of his personnel. b. Loss or damage shall be as assessed by the Client.
2.	Delay in payment of Remuneration comprising minimum wages,	First occasion penalty of Rs. 1000/- for each day of delay till payment is made by the Contractor. The penalty amount will be doubled for each

	ESI, EPF, charges towards uniform and other disposable, and other statutory charges, if any as quoted in the Financial Tender and reproduced in Appendix E to the personnel deployed under this Contract.	successive occasion. e. If repeated for more than three months in a year, the Contract is liable for cancellation and the Performance security deposit shall be forfeited.
3.	For breach of any other terms and conditions of the Contract.	a. First instance, a warning notice narrating the incident of breach, proposed penal action and asking the Contractor to submit its explanation will be issued. b. Notice may also require the Contractor to indicate the measures proposed to avoid repetition of such incidents in future. c. For the second instance, penalty not exceeding Rs.25000/ (Rupees twenty-five thousand only) will be levied. d. For the third instance, penalty of Rs.50000/ (Rupees fifty thousand only) will be levied. e. If the problem persists for more than three months or occurs more than thrice in a year, the contract will be terminated and their Performance Security Deposit shall be forfeited.
4.	Substitution of Personnel Deployed under this Contract	a. Contractor shall provide a substitute immediately in the event of any person leaving the job due to his/her personal reasons. b. If additional Personnel are required to be deployed as per the requirement of the Client, the Contractor shall provide within maximum of 8 (eight) days of making such a request by the Clint. c. Delay by the Contractor in providing a suitable additional personnel beyond 8 (eight) working days and immediately for any substitute will attract pre- agreed liquidated damages@ Rs.500/- per day on the Contractor.
5.	If the numbers of Personnel	a. a penalty @ Rs.200/- (Rupees Two Hundred Only) per Personnel
Sl No	Details	Penalty
	deployed are less than the	will be deducted from the Contractor’s payment and also the wages for the absent Personnel will

	requirement envisaged under this Contract.	be deducted. b. If the absence or shortage of Personnel pertains for more than 7 working days, then an additional penalty of Rs.500 shall be charged against the Contractor per day of providing less Personnel's.
6.	Quality of Work	a. if any work is not done at all or if the work done is not up to the mark, penalty shall be Rs.100 per item of work. b. The Client on his/her own or based on the complaints from officers/staff will impose such penalty. c. If the personnel are not on time or not wearing uniforms or not in fit condition to do the work, they will be turned away from duty by the security staff and penalty of double the average daily wages will be imposed on the Contractor. d. Supervisor shall ensure that the housekeeping staff do not wander here and there or sit idle in groups and indulge in gossip/loud talk among themselves or with the personnel deployed under the Contract s of other service providers or departmental employees during working hours. Penalty of Rs.100/- per incident shall be levied if such instances are found.
7.	Not maintaining the statutory records, underpaying/not paying the personnel deployed under this Contract and misuse/misappropriation of money meant to be paid to the personnel deployed under this Contract	Attract termination of contract, debarring of the Contractor and forfeiture of Performance Security Deposit.
8.	Delay in undertaking Maintenance works	a. For fortnightly maintenance works, the penalty shall be Rs.500 (Five Hundered) per day of delay beyond the three-day extension period. b. For monthly maintenance work, the penalty shall be Rs.1000 per day of delay beyond the time limit given by the Client. c. If fortnightly/monthly maintenance works are not taken up within the time given, they work shall

		be got done by an alternate contractor or departmentally and the additional cost if any shall be recovered from the Contractor in addition to the penalty.
Sl No	Details	Penalty
9.	Usage of approved materials/machineries/hand tools a. b. c.	In case the contractor does not use approved materials/machineries/hand tools for housekeeping services penalty at Rs. 200/- per day will be recovered from contractor's payment. In case of any damage/loss/theft of property attributed to the personnel deployed by the contractor the cost of the same will be recovered from the contractor.

III. APPENDICIES

Appendix A Schedule of Requirements

(Titles and names, if already available, detailed job descriptions and minimum qualifications to be provided)

A. [AREAS TO BE COVERED]

The below table provides the area and sizes of various locations to be covered for housekeeping services. **DETAILS OF INSTALLATION OF SERVICES AND PROPERTY GENERAL INFORMATIONS**

The Bidders must inspect the site of work and familiar and acquaint himself with all installations, systems, sub-systems etc. and site conditions before quoting.

PROPERTY GENERAL INFORMATION

1.	Property	:	'Shanthinagar TTMC' &Office Complex.
2.	Location	:	K.H. Road, BENGALURU – 560 027.
3.	Owner / Promoter	:	Bangalore Metropolitan Transport Corporation Limited, BENGALURU.
4.	Address of Owner / Promoter	:	Shanthinagar TTMC, 5th Floor, KH Road, BENGALURU – 560 027.
5.	Area of land	:	410774.50 Sft
6.	Type	:	Modern Building Complex cladded with Structural Glazing, Granite cladding, ACP cladding and paint finish. etc.,
7.	Building – No. of Floors	:	Block A – GF + 5 upper floors + Terrace Block B - GF + 4 upper floors + Terrace Block C - GF + 5 upper floors + Terrace MLCP - GF + 5 upper floors + Terrace
8.	Building – Built up area	:	Block A – 313666.38 Sft approx Block B - 192558.18 Sft approx Block C - 208341.62 Sft approx MLCP - 190459.00 Sft approx
9.	Office Area offices	:	Block A – Govt. Offices (GF to 5th floor) Block B - GF- Bus Terminal FF: Parking 2nd to 4th floor – BMTC & other Govt. Block C – GF – Commercial space 1st floor – Other Govt. Office 2nd floor – BMTC & Regional Commisioner office 3rd floor – BMRCL office 4th & 5th floor – BMTC office
10.	Common areas	:	Block A – 118446.07 Sft approx Block B - 75683.96 Sft approx Block C - 33444.16 Sft approx MLCP - 190459.00 Sft approx
11.	Terrace area	:	Block A – 62732.07 Sft approx Block B - 44498.01 Sft approx

Block C - 26866.72 Sft approx

12. Open space alround the building : 245656.22 Sft approximately.

13. Area of House keeping

C-Block					
Ground Floor - Common Area	655.33	Sqm	or	7053.91	Sft
First Floor	1753.14	Sqm	or	18870.6	Sft
Second Floor	2843.11	Sqm	or	30603	Sft
Third Floor - Common Area	295.05	Sqm	or	3175.88	Sft
Fourth Floor	2843.59	Sqm	or	30608.1	Sft
Fifth Floor	2531.15	Sqm	or	27245	Sft
Terrace floor "C" Block	3013.05	Sqm	or	32432.2	Sft
West side of C-block	5701.98	Sqm	or	61375.5	Sft
North side of C-block	475.13	Sqm	or	5114.26	Sft
Overall "C" Block Area	**20111.53**	**Sqm**	**or**	**216478**	**Sft**
B' Block					
First Floor	28.80	Sqm	or	310	Sft
Second Floor	1875.92	Sqm	or	20192.2	Sft
Third Floor	996.25	Sqm	or	10723.5	Sft
Fourth Floor	1306.53	Sqm	or	14063.4	Sft
Terrace Floor	162.74	Sqm	or	1751.66	Sft
Parking area "B" Block	5012.82	Sqm	or	53957.5	Sft
Terrace Area (4th Floor)	3778.36	Sqm	or	40669.9	Sft
Overall "B" Block Area	**13161.42**	**Sqm**	**or**	**141668**	**Sft**
A - Block					
Ground Floor	446.98	Sqm	or	4811.29	Sft
Mazziane Floor	212.78	Sqm	or	2290.36	Sft
First Floor	459.02	Sqm	or	4940.85	Sft
Second Floor	459.02	Sqm	or	4940.85	Sft
Third Floor	459.02	Sqm	or	4940.85	Sft
Fourth Floor	459.02	Sqm	or	4940.85	Sft
Fifth Floor	459.02	Sqm	or	4940.85	Sft
Terrace Floor "A" Block	5149.00	Sqm	or	55423.3	Sft
East side of A-Block	2209.80	Sqm	or	23786.1	Sft

MLCP Block	2266.45	Sqm	or	24395.8	Sft
Ground floor	1069.38	Sqm	or	11510.7	Sft
Bus stand	224.25	Sqm	or	2413.8	Sft
Bus stand Area	2847.22	Sqm	or	30647.2	Sft
First, Second, Third, Fourth, Fifth & Sixth Floor (MLCP)	16988.56	Sqm	or	182863	Sft
Bus stand Area	2847.22	Sqm	or	30647.2	Sft
Subway Area	1334.19	Sqm	or	14361.1	Sft
North side of Bus Terminus & A-Block	3939.00	Sqm	or	42399	Sft
South side Bus Terminus	1928.50	Sqm	or	20758.2	Sft
Between 'A & B' Block	1475.00	Sqm	or	15876.8	Sft
Overall "A" Block Area	**45233.44**	**Sqm**	**or**	**486888**	**Sft**
Total of "A,B,C" Block Area	**78506.38**	**Sqm**	**or**	**845035**	**Sft**

14. Others : a. Compound wall & Gate
b. Overhead Tank
c. U.G. Sump – 4 No.s

15. Facilities and Services Provided :

a. **DETAILS OF INSTALLATION OF SERVICES AND PROPERTY GENERAL INFORMATIONS**

The Bidders must inspect the site of work and familiar and acquaint himself with all installations, systems, sub-systems etc. and site conditions before quoting.

PROPERTY GENERAL INFORMATION

1. Property : 'Shanthinagar TTMC' &Office Complex.

2. Location : K.H. Road, BENGALURU – 560 027.

3. Owner / Promoter : Bangalore Metropolitan Transport Corporation Limited, BENGALURU.

4. Address of Owner / Promoter : Shanthinagar TTMC,
5th Floor, KH Road,
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5.	Area of land	:	410774.50 Sft
6.	Type	:	Modern Building Complex cladded with Structural Glazing, Granite cladding, ACP cladding and paint finish. etc.,
7.	Building – No. of Floors	:	Block A – GF + 5 upper floors + Terrace Block B - GF + 4 upper floors + Terrace Block C - GF + 5 upper floors + Terrace MLCP - GF + 5 upper floors + Terrace
8.	Building – Built up area	:	Block A – 313666.38 Sft approx Block B - 192558.18 Sft approx Block C - 208341.62 Sft approx MLCP - 190459.00 Sft approx
9.	Office Area	:	Block A – Govt. Offices (GF to 5th floor) Block B - GF- Bus Terminal FF: Parking 2nd to 4th floor – BMTC & other Govt. offices Block C – GF – Commercial space 1st floor – Other Govt. Office 2nd floor – BMTC & Regional Commisioner office 3rd floor – BMRCL office 4th & 5th floor – BMTC office
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12.	Open space alround the building	:	245656.22 Sft approximately.

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Total of "A,B,C" Block Area	**78506.38**	**Sqm**	**or**	**845035**	**Sft**

14.	Others	:	a. Compound wall & Gate b. Overhead Tank c. U.G. Sump – 4 No.s
15.	Facilities and Services Provided within the property	:	a. Water Supply installations (Internal & External). Sanitary Installation (Internal & External). d. Electrical & Mechanical Installations (Internal & External). e. Passenger Elevators – 20 Nos. f. 4 No.s Diesel Generators, with Panel Boards, acoustic enclosures and chimneys and any future addition of D.G. set g. Fire Protection System h. Fire Fighting System (Internal & External) i. Public Address System. j. Horticulture and Landscaping. k. Telecommunication. L Signages in common area. M EPABX exchange.

List of Areas, Services, Facilities, Building finishes etc.

- Main staircases and main lobbies finished with Granite tiles and brass hand rail.
- Service staircases finished with Eurocon tile TW hand rail.
- Terrace area finished light weight water proofing finish partly and with membrane waterproofing partly.
- Water Tanks for fire fighting, drinking and domestic.
- Lift machine rooms finished with Grano flooring.
- Floor toilets finished with ceramic/Vitrified tiles.
- Main entry lobbies finished with granite and SS hand rail.
- Car parking in B block and MLCP finished with grano flooring.
- Service staircase in basement finished with Eurocon tile and TW hand rail.
- External Car parking area finished with interlock paver.
- Electrical sub-station with grano flooring.
- Lifts – 20 Nos
- D.G sets – 4 Nos.
- Electrical Substation area having Substation panels of VCB, Transformer, AMF, MV Panels and capacitor panel etc.
- Floor level electrical rooms.

- Electrical raising mains, cables to various locations.
- Pump room – Fire pumps, Jockey pump, Water pumps
- U.G. Tank (for fire and domestic).
- Bore wells and pumps – 3 No.s
- Collection pit pumps.
- Fire fighting systems & sprinkler.
- Water level controller.
- Fire alarm system.
- Public address system, extinguishers.
- External granite.
- Murals texture finish.
- Structural glazing.
- Aluminum doors and windows.
- Landscaping works.
- Maintenance of toilet ducts.
- External sewer lines / chambers.
- Storm water drain.
- KPTCL – RMU units.
- External yard lights.
- BWSSB Water line.
- Earth pits constructed by the owner.
- Gates and grills in compound wall.
- Basement Common Toilet.
- Terrace Level Toilet.
- Common Cafeteria at Terrace level.
- Private exchange room & Telecommunication.

Note :

- The information furnished above is general in nature. The intending Bidders should visit the property and inspect the buildings and familiar with the facilities and services provided in the complex before quoting for the work.

- If required, intending Bidders may verify the service related drawing and specifications which is available with BMTC, at office hours of BMTC on prior information to the BMTC representative, before quoting the rate in Price bid.

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B. SCOPE OF SERVICES

1. CLEANING ACTIVITIES

The Contractor shall carryout the cleaning and other connected operations at daily / weekly / fortnightly / monthly frequencies as enumerated below.

A. Daily Operations:

a) Clearing of toilets which includes toilet flooring, wash basins, commodes,

urinals, mirrors, fixtures Water Closets (WC) etc., with good quality disinfectants thrice a day and again, as and when called for.

b) Dusting and cleaning of doors windows, furniture, fixtures, glass partitions, electrical fixtures and other equipments like computers, cubicles, table tops, chairs, overhead storage units, side racks, drawer boxes, filling racks, cupboards, cabinets, paper trays, flower vases, Telephones etc.

c) Clearing and cleaning of dust bins/waste paper baskets twice a day in the morning and in the afternoon and washing of dust bins, if necessary. For this purpose, maintain wet waste and dry waste collection bins separately as required under municipal regulations at appropriate places, picking up waste paper, plastic, tea cups, food packets etc. thrown in common areas of administrative/main block and other areas.

d) To provide toilet paper role, liquid soap, disposable paper napkins (of approved quality & size).

e) Washing and cleaning of drinking water glasses, cups & saucers, flasks, plates, spoons etc.

f) Spraying of room perfumes wherever required and as directed.

g) Cleaning of lift floor and door - twice daily.

h) To replenish water in the water dispensers and to ensure that Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings, removal of waste and any other garbage from the entire area covered under the contract (such as halls, conferences rooms, committee rooms, office rooms, cabins, cubicles, etc.).

i) Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, cabins, lobbies, reception, training rooms, office rooms, meeting rooms, security office and other areas as covered in the contract.

j) Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, firefighting equipment, name plates, plant boxes, doormats etc. assisting the electrician in dusting the substation equipment’s.

k) Cleaning the water dispensers are always filled with adequate water.

l) Picking up and clearing of plastic, paper etc in the campus/office area excluding garden area

m) Any other specificj jobs assigned from time to time connected with housekeeping.

B. Weekly Operations:

a) Thorough cleaning / sweeping / washing / mopping with disinfectant cleaners of all floors, Staircases and toilets. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.

b) Thorough cleaning of furniture, Venetian and vertical blinds, partitions, doors / knobs and window glasses/grills with soap water.

c) Cleaning of all windows glasses and grills with detergents / cleaning agents.

d) Washing of outside area with High Pressure Jet Machine.

e) Thorough washing of all toilets with chemicals, acids, detergentsetc.

f) Removing ofcobwebs.

g) Polishing of the metal nameplates/boards.

h) Dusting and cleaning of shelves, cupboards, cabinets, electrical fixtures like tube light fittings, ceiling and pedestal fans, exhaust fans in all rooms in office

premises.

A. **Fortnightly Operations**:

a) Spraying of disinfectants in and around the [building, toilets, pantry etc].
b) Removing of stains and spills on the [table to] with suitable solvents.
c) All the areas and corridors are to be scrubbed with scrubbing machine.

D. Monthly Operations:

a) Sweeping and brushing of entire floor areas on all floors with water and necessary chemicals.
b) Removing accumulated stains at the edges of the walls.
c) Cleaning and Dusting of wooden/steel office furniture.
d) Cleaning and removing stains from Rexene and external part of the office/staircases/landings etc.
e) Removing cobwebs etc., from internal and external part of the office / staircases / landings etc.
f) Cleaning of terrace of office building.
g) Cleaning of sumps, overhead tanks.
h) Removal of Bee Honeycomb from all buildings and take proper care & safety during removal of honeycomb/ bee nest

Note:

i. The frequently of cleaning and checking the cleanliness should be done based on the actual requirement of various areas covered to ensure absolute cleanliness, covering the entire 24 hours of the day on all 365 days.
ii. The Client reserves its rights to monitor, make surprise checks & verifications on all aspects of the work and the Contractor shall cooperate with the officials so authorised by the Client and to furnish them all records and materials for inspection without demur.
iii. Damages / thefts by house-keeping employees/personnel /staffs of any equipment / furniture / guest items / personal belongings etc., will be recovered from payment made to Contractor under the Contract.
iv. The stock verification will be done every quarter and damage to breakable items, for reasons other than common wear and tear would be, the responsibility of the Contractor. Such verification report would be submitted to the designated Client's officer for random check.

1. The requirement of the housekeeping manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the Contractor and additional housekeeping manpower shall be withdrawn at the given time. If the requirement is increased, the Contractor shall provide additional housekeeping manpower on the same terms and conditions in reasonable time. However, such increase or decrease of housekeeping manpower is limited to 25 percent of the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

3. HOUSEKEEPINGMONITORING AND CONTROL

For better management and smooth services, the following monitoring mechanism will be adapted by the contractor:

i. Toilets Checklist:

This is to be attached on the back of the toilet door. It is to be filled up on a daily basis.

ii. Management/Facilities Complaints Report:

This is to be filled up by the Contractor who receive/observe the complaints/requirements for any of the services / facilities. All suggestions, complaints related to services or staff deployed by the Contractor will be registered in-situ and reported to the Client representative. The Contractor will immediately take action to resolve the same, under intimation &/or supervision of the representative. Any failure on part of the contractor will lead to invocation of the relevant penalty clause.

Housekeeping Services Complaint Register shall be maintained by the Contractor for recording the complaints from the Client officials through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter/fax/email, verbal complaints etc. The Contractor should take necessary corrective action on any such complaints on priority basis.

4. DEPLOYMENT OF HOUSEKEEPINGPERSONNEL/STAFF/EMPLOYEES BY THE CONTRACTOR

1. The Contractor shall be responsible for providing the requisite number of personnel and should meet the prescribed minimum qualification and experience required for different posts as provided below. All the posts has to be in office as on [__].

S. No.	Category of Housekeeping/ Personnel Required	No of Housekeeping/ Personnel Required	Minimum Educational Qualifications	Experience	Role and Responsibility

The requirement of the manpower/personnel may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the Contractor and additional manpower/personnel shall be withdrawn at the given time. If the requirement is increased, the Contractor shall provide additional manpower/personnel on the same terms and conditions at the given time. However, such increase or decrease of manpower/personnel is limited to 25 percent of the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further no Service Fee shall be paid for the same and there shall not be any change in the Service Fee for increase or decrease of manpower/personnel during the Contract Period.

2. The persons deployed by the Contractor should be properly trained, have

requisite educational qualification, experience and skills for carrying out the assigned task using appropriate materials and tools/equipment’s as required by the Client.

3. The persons deployed by the Contractor should not be below 18 years of age. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such personnels, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of the personnel deployed by them.

4. The Contractor should ensure to maintain adequate number of manpower/personnel and also arrange a pool of stand by personnel/staff/supervisor. In case any personnel/staff/supervisor absences from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of personnel/staff.

5. The Personnel should understand and speak Kannada well.

6. The Contractor shall be fully responsible for the conduct of their personnel. Any misconduct/ misbehaviour, or found unacceptable because of security risks, incompetence, conflict of interest, improper conduct etc on the part of the personnel deployed by the Contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to the Client. The Client shall have a right to ask for the replacement of a personnel who is not found suitable for the work or adjudged undesirable personnel by the Client.

7. Replacement of personnel deployed as required by the Client will be effected immediately by the Contractor; if the Contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the Client. The full particulars of the personnel to be deployed by the Contractor including the names and address shall be furnished to the Client along with testimonials before they are actually deployed for the job as per the requirements.

8. [The Contractor should install a face & finger reading biometric attendance instrument or any other mechanism acceptable to the Client to record the attendance of the Personnel and same shall be made available to Client for inspection. The attendance so maintained by the Contractor and verified by the Client shall be final and payment to Contractor under the Contract shall be done purely based on the same and shall be considered from the first day of joining. All the manpower/personnel deployed in the office premises should mark their biometricattendance in the attendance system so maintained.]

9. The Contractor shall comply with all applicable laws, ordinances, rules and regulations in respect of this contract and the employment of the personnels by the Contractor and the Contractor shall pay at its own cost all the charges in connection therewith.

10. Wherever required the Personnel shall be in proper uniform and shall carry Photo

ID cards (information as in any Government ID card) to be issued by the Contractor showing the Contractor's Logo, name, designation of the Personnel, address of place of services, residential address, phone number and blood group details

11. WASTE DISPOSAL MANAGEMENT

The Contractor shall

i. ensure collection, screening/segregation of dry and wet wastes in the earmarked area, disposal of the same into the designated compost pit.
ii. ensure segregation of biodegradable and non-biodegradable garbage.
iii. arrange suitable transport and dispose the non-biodegradable waste from the earmarked area as prescribed under the existing law. No additional charges shall be payable for the disposal of non- biodegradable waste.
iv. ensure placement of suitable sized and specified bins at the various collection areas, the locations of which shall be decided by them, based on their experience and assessment, keeping in view the suitability, requirement, accessibility and all other related factors in mind.
v. arrange for the garbage bags, prepare a flowchart indicating the method of collection / disposal, etc. The waste will have to be disposed off at least twice a day or at a higher frequency, if need be.
vi. employ his staff for the collection/disposal work.
vii. All collection, storage, transportation and disposal of hospital works shall be in accordance with the Bio waste medical management and handling rules of India 1998/2000.
viii. All e waste shall be disposed in accordance with E-waste(Management) Rules, 2016 or as amended from time to time.

12. GARDENING SERVICES AND PEST CONTROL

The Contractor shall:

i. remove wild grass/ weeds in and around buildings up to boundary wall of compound and along the road up to 01 meter on either side, shall be done minimum once in a fortnight
ii. provide arrangements to dispose off garbage to the notified dumping ground outside Client office premises. The frequency may be increased during spring season (falling of dry leaves) and monsoon season and at the discretion of the Client for which no extra amount shall be claimed by the contractor.
iii. ensure that the office premises are free of pests/insects/rodents by carrying out regular pest/rodent control activities. Necessary Fumigation, Fogging, Pesticide/insecticide sprays, etc., are to be done for control & eradication of Cockroaches, Lizards, Flies, Ants, Mosquitoes and other insects. Rodent control should be done using sufficient Glue traps, Rat traps etc., no killing of rodents using poison cakes/paste, chemicals, etc shall be done
iv. inform the office in advance with respect to carrying out of above mentioned pest control activities so that concerned official from the Client side is present to witness the work done & certify the same.
v. carry out fumigation, fogging, spraying activities on weekends/holidays without hampering regular functioning of the office on the proposed day.
vi. ensure the staff involved in fumigation, fogging, spraying shall wear necessary safety gear during the carrying out of the said task.

vii. Plants, side bushes, lawns etc are to be watered, cropped and maintained periodically.
viii. Planting of new plants during the rainy seasons
ix. Clearing of waste materials and burning the same at appropriate place.
x. Custody of garden tools and associated items
xi. Putting manure to the plants (manure will be supplied by the Client) at appropriate time.
xii. Other general work such as cleaning of water tank, aeration tank, water coolers and miscellaneous pumping works etc.

13. Materials and equipment to be used

i. Contractor should buy eco-friendly chemicals and cleaning agents of approved quality. Tools/equipment/machines/spare parts should be of reputed brands and must bear ISI mark. Standard monthly list of items, brands, quality and quantity should be approved from the Client. Only approved items, brands and quantities should be used and such items will be paid by the client.
ii. All hand tools,equipment and machineries shall be provided by the Contractorat his own cost. The hire charges for such handtools, equipments and machineries used will be reimbursed.

iii. First opportunity will be given to the Contractor to make purchase required chemicals and tools. If it is found that he/she/they are not doing so, or not providing them in time or billing excessively, the Client reserves the right to buy, take them to stock and issue them to the housekeeping staff. And such Cost will be deducted from the bills of the contractors.

Appendix B
Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Records to be maintained

1. The Contractor shall maintain the following documents in respect of the housekeeping personnel deployed by them to undertake the Services under this Contract and furnish to the Client in the given time limit:

a. List of persons deployed [monthly]
b. Bio-Data with antecedent's details of the persons deployed- [at the time of deployment]
c. Birth proof of the candidates [at the time of deployment]
d. Copy of Aadhaar Card of the candidates [at the time of deployment]
e. Identity Cards issued by contractor bearing photograph [within 8 days]
f. Copies of UAN number of all the personnel deployed under the Contract (within 90 days)
g. Copies of ESI card of all the personnel deployed under the Contract (within 90 days)
h. The Contractor shall intimate the nomination of one of their personnel along with their EPF and ESI user id and password to facilitate the downloading of uploaded ECR copies and challans for having made the payments(within 30days).
i. Identity proof and residential proof [at the time of deployment]
j. Letter of deployment from the Contractor [at the time of deployment]/Contract agreement duly signed as per Annexure "A" [at the time of deployment]
k. Medical Fitness Certificate
l. Details of ESI Number ad EPF Number of the personnel deployed under the Contract . The challans of payments of ESI and EPF to the concerned authorities.
m. Inventory of consumables, hand tools and machineries brought to site and utilised for housekeeping.
n. Police Verification
o. Bank Account Details
p. Any other documents as required under the applicable laws,

2. The Contractor shall maintain proper records pertaining to the personnel deployed under the Contract including the remuneration pay slip, disbursement of remunerations, remittances of statutory payments to the various statutory authorities and present the same to the Client or the concerned statutory

authorities whenever called for.

3. The Contractor shall furnish monthly salary slip to every personnel deployed under the Contract in the following format besides submitting the copy of the same to the client:

	Pay Slip for the Month of_____, 2023	
	Name of the Employee	
	Employee No	
	Designation	
	ESI No	
	EPF No	
	UAN No.	
	ESI card No.	
	Details of Bank Account with IFSC code	
	Monthly wages (Basic+VDA+ESI+EPF)	
	Deduction 1. ESI 2. EPF 3. Profession Tax 4. Any other Deductions	
	Total Deduction	
	Net payable to the Personnel deployed	
	Previous Months Deductions remittance with dates 1. ESI 2. EPF 3. Profession Tax 4. Any other Deductions	

Appendix C
[Working Hours and Leave Benefits]

The Appendix shall also provide the working hours and leave related conditions which can be similar to the working hours and holiday list of the Client]

a. Contractor is responsible for offering one weekly off, rotation of personnel etc., within the overall rates and the number of persons agreed upon. No additional personnelcan be engaged on these accounts.
b. Personnel posted by the contractor have to work for a minimum time of ___ Hours in a single shift. Normally they are expected to be present in 1) _____ AM - _____ PM and 2) _____ PM - _____ AM shifts.
c. In specific cases _____ PM to _____ AM as third shift or some other shift timings of hrs duration will be communicated to the contractor and the contractor is expected to take care of such requirements also.
d. If need arises the Contractor shall have to work in extended hours including Sundays and holidays also[100].

Appendix D
Services and Facilities to be provided by the Client

[List here under: F-1 Services, facilities and property to be made available to the Contractor *by the Client.]*

1. *Electric power/water required for carrying out the house keeping operations will be made available free of cost to the extent possible and the Contractor shall exercise utmost care for judicious use of these resources.*
2. *Provide space for a store room to the contractor to store all their liveries, materials, equipments etc*
3. *Consumables and equipments for undertaking housekeeping services[101].*
4. *Biometrics for the purpose of attendance and generating claims for personnel deployed if any*

Appendix E
Breakdown of Contract Price in Indian Rupees

[Reproduce the Financial Tendersubmitted by the selected Tendererin the Karnataka Public Procurement Portal]

1. The breakup of the total Service Fee shall be the following table as per the slot of Karnataka Public Procurement Portal

Total No of Personnel's required (All categories of Housekeeping /person nel required)	**Service Fee as lump sum per Housekeeping/ person nel per month**	**Contrac t Period (in Months)**	**Total Service Fee as lump sum for Contrac t Period (1*2*3)**	**GST**		**Total Contrac t Price/ Service Fee**
				%	**Amoun t**	
1	**2**	**3**	**4**	**5**		**6**
				(at applica bl e rates) Client to fill while enterin g into the Contrac t)		(Client to fill while entering into the Contract)

2. The Service Fee quoted by the Tenderer shall be inclusive of all levies, taxes, duties, overheads and incidental services for the whole services as described in Clause 1 of the ITT excluding GST.

3. GST shall be paid at the applicable rates. If there is any variation (increase /decrease) in the rates of GST during the Contract Period, same will be considered while making the payments.

4. The Service Fee shall be final and fixed for the entire Contract Period including extension, if any, and shall not be subjected to adjustment or any revision whatsoever except any statutory variation in GST.

5. An indicative cost of consumables, hand tools, machine tools and equipment, preventative and Breakdown maintenance Works is provided in the table below. We agree that the list is only indicative and will NOT be used for Financial Tender

evaluation purpose.

6.

S. No.	Details	Units	Total Cost (in Rs)
(I)	Cost of Consumables		
	Uniforms and Maintenance Charges		
S. No.	**Details**	**Units**	**Total Cost (in Rs)**
	Disposable Masks		
	Hand Gloves		
	Others		
(II)	Cost of Hand Tools		
(III)	Cost of machine tools and equipment		
(IV)	Cost towards preventative maintenance Works		
	Total Cost		

6. The claim for consumables, hire charges will be paid after verifying the utilization of consumables and deployment of machineries for hire charges.
7. For the claim of preventive and breakdown maintenance will be paid on the basis of authorisation of preventive and breakdown maintenance items.

This appendix may be used for determining remuneration for additional services.. In case of additional services, the payment shall be made on agreed terms. Service Fee shall not be changed with change on the remuneration for additional services.

APPENDIX F
Form of Bank Guarantee for Performance Security Deposit
(Reference SCC Clause 7 of Contract)
(PROFORMA OF BANK GUARANTEE)[102]

_____[name of Client]
_____[address of Client]

WHEREAS_____[name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No.___Dated_ for___[name of the services] (hereinafter called the "Services").

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Installation/Commissioning Period/ Defects Liability Period and Maintenance Period} in a sum of Rs….. cr. (Rupees……..crore) (the "Guarantee Amount"[103]).

AND WHEREAS we, …… through our branch at….(the "Bank") have agreed to
furnish this Bank Guarantee (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Contract Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Client, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Client shall claim, without the Client being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Client, under the hand of an officer not below the rank of [_____], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Client shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Client and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

In order to give effect to this Guarantee, the Client shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or

the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Client to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Client shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Client against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Client, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Client or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Client in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Client on the Bank under this Guarantee all rights of the Client under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Client in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted

and a certificate signed by an officer of the Client that the envelope was so posted shall be conclusive.

This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Client pursuant to the provisions of the Contract.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this ……. day of ……., 20…… at …….

SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:
(Signature)
(Name)
(Designation) (Code Number)
(Address)

APPENDIX G
List of Personnel to be deployed (Enclosed at the end)

APPENDIX H
Notification of Award/Letter of Intent

APPENDIX I
Any Modification, Addendum, Pre-Bid Meeting Proceedings